

SECTION B

SUPPLIES/SERVICES AND PRICES/COST

B.1 GENERAL

The Contractor, acting as an independent contractor and not as an agent of the government, shall furnish all materials, personnel, facilities, support and management necessary to provide the supplies and services as set forth in accordance with the Statement of Work and the contractor's proposal incorporated herein by reference.

B.2 SUPPLIES/SERVICES AND PRICES/COSTS

Task orders awarded under this contract may be issued as Fixed Price, Cost-Reimbursement, Incentive, Labor Hour (LH) and Time and Materials (T&M) as defined in FAR Part 16. The prices/costs will be applied to individual task order types as follows:

a. Labor: These price schedules contain the loaded hourly rates for work performed at any location within the United States including Alaska and Hawaii. "Loaded hourly rate" is defined as the direct hourly labor rate along with appropriate load factors, inclusive of profit or fee and contract access fee. Other load factors include overhead, fringe, and general & administrative (G&A) costs. The loaded hourly rates set forth in this schedule are fully burdened, not-to-exceed, ceiling prices. The contractor may, at his discretion, propose lower loaded hourly rates on a task-by-task order basis.

(1) Fixed Price Task Orders: The quantity of hours of each labor category will be multiplied by the loaded hourly rates listed in this schedule or lower, and the cumulative extended total of all hours will define the fixed price labor amount for the task. The amount negotiated for travel and ODCs will be added to the total labor amount to arrive at the task order total fixed price. Travel and ODCs can be reimbursed based on actual expenses incurred, not to exceed the negotiated ceiling on travel and ODCs or at a fixed price. Partial payments may be negotiated based on the completion of milestones.

(2) Labor Hour and T&M Task Orders: The quantity of hours ordered of each labor category will be specified as deliverable hours billable at the rates specified in this schedule or lower as negotiated. Travel and ODCs will be estimated for each task order. The cumulative extended total of all labor categories ordered plus travel and ODCs will define the task order ceiling price. The government will not reimburse the contractor for costs incurred beyond the ceiling price, for hours not delivered, for work performed in excess of the ordered labor pool amount, or for travel and ODCs exceeding the ordered pool amount. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a modification to the task order.

(3) Cost Reimbursable Task Orders: For each cost reimbursable task order, the contractor must propose actual direct and indirect costs, providing complete documentation for the basis of each cost element including audited rates, if available. The contractor shall propose a breakout of all actual cost elements (e.g., Direct Labor by category, rate, hours, and costs, Overhead by rate and costs, Fringe by rate and costs, Travel, Materials, G&A by rate and costs, Fee by rate and costs, plus the contract access fee).

Using the same actual costs elements above, the contractor shall propose a Loaded Hourly Actual Rate, inclusive of all cost elements (direct labor, overhead, fringe, G&A, fee, plus the contract access fee) for each labor category. This loaded actual rate will be used by the Administrative Contracting Officer to determine that the actual rates do not exceed the Loaded Hourly Rate ceiling in the price schedule.

A contractor may use a blended/composite "weighted average" labor hour rate if approved by an independent auditor.

At no time during the performance of a Task Order, shall the actual labor rates or weighted average exceed the ceiling rates in the schedule.

The fee will be negotiated for each task order consistent with statutory limitations. If the task order type is CPAF, the fixed portion of fee and the award portion will be clearly differentiated.

b. Adjustments to Loaded Hourly Rates (Contract): The loaded hourly rates set forth in the price schedules apply to years 1 through 3 of the basic contract. For contract years 4 through 10, loaded hourly rates may be adjusted in accordance with Section H.30 of this contract. Any adjustments to loaded hourly rates will be effected by contract modification and will become effective on the date shown in the modification.

c. Adjustments to Loaded Hourly Rates (Task Orders):

- (1) Labor-hour, time-and-materials and cost-reimbursement tasks: Task order loaded hourly rates may be adjusted, if specified in the task order Statement of Work (SOW), for each of the option years by applying the same adjustment factor to the task order rates as was applied to the contract ceiling hourly rates.
- (2) Fixed price tasks: No price adjustment will be allowed unless the task is a fixed price with economic price adjustment and is identified as such in the SOW. The task order price may be adjusted for each of the option years by applying the same adjustment factor to the loaded hourly rates negotiated for the task as was applied to the contract ceiling hourly rates.

d. Other Direct Costs (ODCs): As determined at basic contract award, the contractor has a ceiling ODC multiplier. Contractors may apply an ODC multiplier not exceeding their ceiling multiplier to other direct costs, except for cost reimbursable task orders. For cost reimbursable task orders, contractor's may choose to apply their actual G&A rate or Material Handling rate on ODCs in lieu of their ODC multiplier. For task orders involving ODCs, the ODCs must be listed in detail in the task.

In addition to the ODC multiplier, the contractor may apply profit (e.g., fee) on ODCs in accordance with the following criteria:

- (1) For Fixed Price and Cost Reimbursable type task orders, offerors may apply fee to other direct costs, excluding travel.
- (2) The fee for cost reimbursable task orders will be negotiated for each task order consistent with statutory limitations.
- (3) In no case shall the ODCs be burdened with the ODC multiplier prior to applying fee and in no case shall ODCs be burdened with fee prior to applying the ODC multiplier. Fee and the ODC multiplier must be applied to other direct costs separately from one another.
- (4) In no case shall fee be applied to other direct costs and travel under a Time and Material type task order except in accordance with FAR 16.601(b)(3), Optional method of pricing material.
- (5) The contract access fee shall be applied to ODCs and Travel.

B.3 WORK OUTSIDE THE UNITED STATES

The contractor will be compensated for work performed outside the United States, according to the methodology proposed by the contractor and accepted at contract award. This methodology will be used in the future to determine specific rates as project requirements occur.

B.4 SERVICE CONTRACT ACT

This contract has been determined to be exempt from the requirements of the Service Contract Act.

SECTION C

DESCRIPTION, SPECIFICATIONS, WORK STATEMENT

C.1 SCOPE OF SERVICES - GENERAL

C.2 SERVICES REQUIRED

Functional Area 1 – Information Technology Planning, Studies, and Assessment.

Functional Area 1 encompasses Information Technology (IT) Planning, Studies, and Assessments to assist the Chief Information Officer and the Information Resource Management Official to implement the Clinger Cohen Act. Listed below are samples of IT planning, studies, and assessments that may be performed under Functional Area 1.

Business Process Reengineering

Commercial Off the Shelf Software Evaluation

Discrete Event Simulation and Predictive Systems

E-Gov and Cross Agency Initiatives Management

Engineering and Planning for Acquisitions

- Modular Contracting
- Performance Based Service Acquisitions
- Share in Savings Pilots and Prototypes

Enterprise Architectures

- Federal Enterprise Architecture Framework
- Department of Defense Enterprise Architecture Framework
- C4ISR Framework

Enterprise Architecture Planning and Governance

Independent Verification and Validation

Integration and Interoperability Planning

- Information and Data Sharing
- Federal Transformation Framework
- Service Oriented Architectures

Investment Planning and Management

- Mission Analysis and Strategic Alignment
- Business Case - OMB-300
- Functional Economic Analysis
- Investment Selection, Control and Evaluation

Performance Planning and Management

- Synchronization of GPRA Initiatives
- Performance Monitoring

Portfolio Management

- MultiProject Management
- Project Prioritization
- Earned Value Analysis and Management

Privatization, Outsourcing and OMB A76 Studies

Process and Product Quality Management

- SEI CMMI Assessment and Certification
- ITIL/ITSM Assessment and Certification
- ISO 9000/9001 Process Audits

Project Financials

- Cost Benefit Analysis and Cost Effectiveness Analysis
- Return on Investment Analysis
- Risk and Sensitivity Analysis
- Total Lifecycle Costing

Project Management

Requirements Analysis and Specification

Section 508 Compliance

Security Assessment, Certification and Accreditation

Functional Area 2 - High-End Information Technology Services (HITS).

HITS will provide client agencies a variety of systems support including embedded systems support for complex, high-end information technology engineering life cycle services. This includes, but is not limited to: systems engineering and integration; scientific and engineering applications development; and database application development for embedded systems.

HITS requirements are primarily associated with the following disciplines, government mission areas, and associated applications (including technology transfer):

Acoustic	Aerospace	Aeronautical	Astronautical
Biological	Biomedical	Chemical	Civil
Electrical	Environmental	Geological	Geotechnical
Industrial	Logistics	Maintainability Maintenance	
Marine/Naval	Materiel	Mechanical	Nuclear
Petroleum	Optical	Petroleum	Reliability
Quality Assurance	QC	Software	Systems
Systems Missions Analysis		Safety	Water/Waste
Health Care/Health Care Management			

HITS projects may encompass studies, analyses, design, development, configuration, integration, documentation, acquisition, modification, installation, testing, training, operation, and/or maintenance of stand alone and/or embedded hardware and software in a simulation, experimental, laboratory, military, and business/operational setting.

The anticipated services require a diversity of knowledge, skills, and experience with a variety of IT engineering tools and environments, and a broad spectrum of scientific and engineering disciplines. Anticipated tasks include but are not limited to the following:

- Computer Aided Design (CAD)
- Computer Aided Engineering (CAE)
- Computer Aided Management (CAM)
- IV&V
- Design/Specifications
- Documentation and Information Dissemination
- Economic/Business case analysis
- Economic impact evaluations
- Education/training
- Environmental control
- Instrumentation
- Reliability and Maintainability
- Reverse engineering
- Simulation and modeling
- Source data development (forward engineering hardware and software systems)
- Source data validation (existing hardware and software systems)
- Statistical analysis

Excluded are engineering and technical services related to Architecture and Engineering governed by FAR Part 36, foundations and landscaping, heating, ventilation and air conditioning.

Functional Area 3 – Mission Support Services (MSS).

The services offered under this area include a broad range of IT related to Mission Support Services (MSS). The anticipated services require a diversity of skills suitable to a variety of information technology environments. The ability to respond and to perform assignments with high quality services within a stringent time frame is essential. All task orders will require that the Contractor provide an integral staff including supervision. Anticipated services include, but are not limited to, the following areas of support:

- System Development and Software Maintenance
- Facilities Planning, Management, and Operations
- Local Area Networks (LAN), Metropolitan Area Networks (MAN), and Wide Area Network (WAN)
- System Design, Management, and Support
- Computer Systems Administration, Management and Maintenance
- Data Entry, Data Storage, Data Retrieval, and Electronic Records Management
- Specialized Workstation (i. e. CAD, CAD/CV, GIS) Support
- Computer Equipment Maintenance (both on-going and on-call)
- Systems Installation and Integration
- Production Support
- Software and Application Development, Maintenance and Enhancement Support
- Data Base Generation and Data Base Management
- Data and/or Media Management
- Orientation and Training
- Information Center/Help Desk
- Computer Graphics Support Services Electronic Records Management

Functional Area 4 - Legacy Systems Migration and New Enterprise Systems Development.

The services offered under this area include project management of legacy systems migration and enterprise systems development that government CIOs/IRMs consider important. The services required are to support (but not limited to) the following enabling and critical technologies:

Modernization of legacy systems to web enabled applications

- Web-enabled interfaces to Legacy Systems
- Re-hosting of legacy applications in a client/server environment

Software development, customization of COTS software packages, and migration to modular applications

- Software requirements analysis, design, development, testing, documentation, end-user training
- Security hardening analysis of software
- Security hardening upgrade of software
- Process Improvement (Software Engineering Institute, Capability

Maturity Model (SEI-CMM) Support)

- SEI CMM Assessments

Internet/Intranet/Web Applications/Network Computing

- Voice over Internet Protocol (VOIP)
- Secure Video Teleconferencing

Information and System Security/Firewalls/Critical Infrastructures

- System Certification and Accreditation
- Penetration Testing
- User Authentication
- Security Assessment
- Security Architecture Design
- Security Hardening
- Remote Monitoring/Intrusion Detection
- Security Training

Knowledge Management

Data Warehousing

Electronic Commerce/Electronic Data Exchange

Year 2000 Remediation and Test Tools

Groupware

Next Generation Internet

Client/Server Computing

Workflow and Imaging

- Document Imaging Solutions
- Electronic Document Management
- Workflow, Rule-based Solutions
- Forms Processing Solutions
- Computer Output to Laser Disc Solutions
- Image Enabling Solutions
- Internet Publishing Solutions
- Records Conversions Services
- Scanning Services

Functional Area 5 - Future Technologies.

The Government hereby reserves the right to award additional contracts in support of future technologies. The services and solutions offered under this functional area represent a delayed requirement to meet our clients' needs for evolving technologies that would support the Federal Technology Service's future business lines. Offerors may anticipate for planning and budgeting purposes that firm requirements could be established in approximately 18-24 months based on the Contracting Officer's assessment of the technological environment and new business lines for FTS. This will be a full and open competition. Awards may be staggered.

C.3 PLACE OF PERFORMANCE

This contract may be used for work within the United States as well as other locations worldwide.

If an offeror is awarded a task with the preponderance of the work in the area proposed, the offeror will be obligated to perform any ancillary or TDY performance outside that area at the skill level rates negotiated for that task order.

C.4 INFORMATION TECHNOLOGY ENVIRONMENTS

Any software, hardware or network environments the Government uses whether developed, leased, or commercially purchased including, but not limited to, the following:

C.4.1 SOFTWARE

The Government may require contractor performance on tasks employing agency specific or unique software. Work may include legacy, current and new state-of-the-art software for which skill resources are limited.

C.4.2 HARDWARE

Computer systems hardware may include, but are not limited to, mainframes, mini/micro computers, desktops, portables and peripherals. The Government may require contractor performance on tasks employing agency specific or unique hardware. Work may include legacy, current and new state-of-the-art systems for which skill resources are limited.

C.4.3 NETWORK

Network systems may include any commercial, custom, legacy, current or future architectures, topologies or protocols or physical transmission media.

The Government may require contractor performance on tasks employing agency specific or unique hardware, software or network environments. Work may include legacy, current and new state-of-the-art systems for which skill resources are limited.

C.5 PERSONNEL PERFORMANCE STANDARDS

Direct labor personnel assigned shall perform in accordance with the 1998 William M. Mercer Information Technology Compensation Survey (Mercer). See Section J, Attachment J-1 for the Skill Level Descriptions. Skill levels for which no Mercer skill can be correlated are specifically defined in Section J, Attachment 1. The skills will persist in this contract as defined by the 1998 Mercer, notwithstanding future Mercer editions, unless changed by a contract modification. There is no specific skill correlation for any indirect personnel in either Mercer or Section J, Attachment 1. The Government will not specify requirements for assignment of indirect personnel in this contract. GSA reserves the right to require specific expertise or applicable professional or technical certifications in order to meet requirements of task orders.

Contractor personnel shall have extensive knowledge of commercial systems and processes, continuously stay abreast of leading edge technologies and methodologies, and maintain currency in state-of-the-art technologies and trends. The contractor is responsible for maintaining this currency at no additional cost to the government.

Contractor personnel shall be sufficiently fluent in English, including verbal and writing abilities, to meet the functional requirements of the skill level.

C.6 PERFORMANCE MANAGEMENT FOR TASK ORDERS:

For cost reimbursement task orders as well as other types of task orders when appropriate, contractors must have a performance management system to track project cost, schedule, deviations, and status similar to or like the earned value project management system that complies with the ANSI Standard on "Earned Value Management Systems Guidelines, ANSI/EIA-748-1998" at the following web sites:

<http://www.acq.osd.mil/pm/currentpolicy/currentpolicy.html>;

<http://www.acq.osd.mil/pm/currentpolicy/critcomp.htm>;
http://www.acq.osd.mil/pm/newpolicy/indus/ansi_announce.html
<http://www.acq.osd.mil/pm/currentpolicy/jig/evmig1.htm>.

and also described in appendix four of OMB's Capital Programming Guide dated July 1997 at <http://www.whitehouse.gov/OMB/circulars/a11/cpgtoc.html>; or have

or have the capability to apply earned value analysis methods or the like to monitor and manage the project. The use of earned value would include the capability to assign budgets to scheduled work elements (using a work breakdown structure); credit budget values to the project as work elements are fully and partially completed (i.e., earned value); and track actual

SECTION D

PACKAGING AND MARKING

D.1 GENERAL

The following paragraphs shall be applicable to all Task Orders issued under this contract. Additional requirements may be specified in each task order.

D.2 PACKAGING

The contractor shall ensure that all items are preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier and to ensure safe and timely delivery at the intended destination.

D.3 MARKING

a. All data and correspondence submitted to the Administrative Contracting Officer (ACO), Contracting Officer's Representative (COR), Information Technology Manager/Contracting Officer's Technical Representative (ITM/COTR) and the Client Representative (CR) shall reference:

- (1) the contract number
- (2) the task order number
- (3) the client agency
- (4) the names of the ACO, COR, ITM/COTR and CR as appropriate.

b. The ACO shall receive a copy of all correspondence submitted to either the COR, ITM/COTR or CR.

D.4 CONTAINER MARKING

Containers shall be clearly marked as follows:

- a. Name of contractor
- b. Contract number and delivery order number
- c. Description of items contained therein
- d. Consignee's name and address

SECTION E

INSPECTION AND ACCEPTANCE

E.1 GENERAL

The following paragraphs shall be applicable to all task orders issued under this contract. Additional inspection and acceptance requirements may be specified in each task order.

E.2 PLACE OF INSPECTION AND ACCEPTANCE

- a. Inspection and acceptance of all work performance, reports and other deliverables under this contract shall be performed at the place of delivery.
- b. The FAR clauses specified in paragraph E.9 are applicable to work sites specified in individual task orders.

E.3 SCOPE OF INSPECTION

- a. All deliverables will be inspected for content, completeness, accuracy and conformance to task order requirements by the COR, ITM/COTR or CR. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the task order. The scope and nature of this testing must be negotiated prior to task order award and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.
- b. The government requires a period not to exceed thirty (30) days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the task order.
- c. Computer software delivered under the contract must perform satisfactorily from acceptance date for 13 months. If defects are discovered and identified within this period by the Government, the contractor shall correct them within 14 calendar days of written notification at their own expense. If the defects continue to exist after this 14 day period, corrective actions and remedies shall be taken as authorized under the clauses incorporated by reference in Section E and Section I. Anomalies within commercial off-the-shelf software products approved by the Government for use on a task order are excluded from this software performance provision.
- d. The contractor warrants against latent defects for a period of two (2) years all analyses, designs, plans and specifications delivered under this contract.

e. The contractor shall not be responsible for the correction of any defects in Government property unless the contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the contractor shall be responsible for correction of defects that result from the work.

E.4 BASIS OF ACCEPTANCE

a. The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the task order, the contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting task order shall be corrected in accordance with the applicable clauses.

b. Commercial and non-developmental hardware items, software items, pre-packaged solutions, and maintenance and support solutions will be accepted within 30 days of delivery when performance is in accordance with delivery requirements.

c. Custom services and cost reimbursable items such as travel and ODCs will be accepted upon receipt of proper documentation as specified in the task order. If custom services are provided as part of a FFP task order, acceptance will be as specified for the milestone with which they are associated. If custom services are for software development, the final acceptance of the software program will occur when all discrepancies, errors or other deficiencies identified in writing by the government have been resolved, either through documentation updates, program correction, or other mutually agreeable methods.

d. Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the government have been corrected.

E.5 INITIAL DELIVERABLES

Should initial deliverables be required by a task order the following procedures will apply:

a. The government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) working days from receipt by the Government of the initial deliverable.

b. Upon receipt of the Government comments, the contractor shall have fifteen working days to incorporate the government's comments and/or change requests and to resubmit the deliverable in its final form.

c. If written acceptance, comments and/or change requests are not issued by the Government within 30 calendar days of submission, the draft deliverable shall be deemed acceptable as written and the contractor may proceed with the submission of the final deliverable product.

E.6 ACCESS TO RECORDS AND DATA

The Government reserves the right to inspect, without further notice, such records and data of the contractor as pertain to orders under this contract. Willful failure or refusal to furnish the required reports, or falsification thereof, shall constitute sufficient cause for terminating the contract for default under FAR 52.249-8, Default (Fixed-Priced Supply and Service) or 52.249-6, Termination for Default or for Convenience of the Government (Cost-Reimbursement Contract).

E.7 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 days. If a longer acceptance period is specified in the task order, final acceptance shall be 30 days after the period specified. Absent written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.8 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within 30 days of the rejection notice. If the deficiencies cannot be corrected within 30 days, the contractor will immediately notify the ACO of the reason for the delay and provide a proposed corrective action plan within 10 working days.

E.9 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the FAR clause at "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)" in Section I of this contract:

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection of Supplies - Fixed Price	AUG 1996
52.246-3	Inspection of Supplies - Cost Reimbursement	APR 1984
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-5	Inspection of Services - Cost Reimbursement	APR 1984
52.246-6	Inspection - Time and Material and Labor Hour	JAN 1986
52.246-16	Responsibility for Supplies	APR 1984

SECTION F

DELIVERIES OR PERFORMANCE

F.1 GENERAL

The following paragraphs shall be applicable to all task orders issued under this contract. Additional requirements may be specified in each task order (TO).

F.2 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the FAR clause at "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)" in Section I of this contract:

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	FOB DESTINATION	NOV 1991

F.3 DELIVERIES OR PERFORMANCE

Delivery requirements for performance under this contract shall be set forth in each individual TOs.

F.4 TERM OF CONTRACT

The base period of this Contract will be three years with up to seven , one year option periods which will allow a total contract period of 10 years. The Start Date will be the date of award. The base period may be extended in accordance with FAR 52.217-9 and the Award Term provisions.

F.5 TRANSPORTATION OF MATERIALS

The Contractor shall be responsible for transporting all materials between the Government site and the Contractor's place of performance. Pickup and delivery of materials shall be in accordance with the schedule defined for each specific requirement.

The Contractor shall ship all deliverables F.O.B. destination with all shipping and transportation costs prepaid. Destinations will be specified in the TO.

F.6 PLACE(S) OF DELIVERY

The place(s) of delivery shall be specified in each TO.

F.7 DELIVERABLE TYPES

Deliverable types shall be specified in each TO.

F.8 WRITTEN DELIVERABLES

Written deliverables shall be specified in each TO.

F.9 DELIVERABLES MEDIA

Deliverables media shall be specified in each TO.

F.10 TASK ORDER REVIEW CONFERENCES/CONTRACT REVIEW CONFERENCES

Task order review conferences shall be specified in each TO. Contract Review conferences will be held annually at a location of the government's choice.

F.11 NOTICE(S) REGARDING LATE DELIVERY

Notice(s) regarding late delivery shall be specified in each TO.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 GENERAL

The following paragraphs shall be applicable to all task orders issued under this contract. Additional requirements may be specified in each task order.

G.2 CONTRACT ADMINISTRATION RESPONSIBILITIES

G.2.1 PROCURING CONTRACTING OFFICER (PCO)

The GSA Procuring Contracting Officer (PCO) has overall responsibility for administration of the contracts. The right to issue contract modifications, exercise options in accordance with award term provisions, change terms and conditions of the basic contract and terminate the contract is reserved solely for the PCO or his designee.

For this contract, the PCOs are located at the following address:

General Services Administration
Federal Acquisition Center
Enterprise GWAC Center Southwest (QTBAB)
819 Taylor Street, Suite 7A37
Fort Worth, TX 76102

Jim Brown - 817-574-2433	FA 1 & 3
Tommy Thomas – 817-574-2432	FA2
Greg Norman – 817-574-2435	FA4
Fax : 817-574-2437	

The Procuring Contracting Officer may assign contract administration responsibility, including authority to award task orders and task order modifications, to an Administrative Contracting Officer (ACO) at any Government agency in accordance with FAR Subpart 42.3. The ACO may assign a COTR and delegate certain administrative responsibilities to the COTR to assist in the administration of individual TOs. However, ACOs do not have authority to obligate a Government activity other than the Government activity in which that ACO works except in the case of GSA Contracting Officers acting under an interagency agreement.

The Contractor is not allowed to accept or perform under a TO issued by anyone other than the PCO without evidence of the delegation of authority. The PCO or his designee will provide contractors with a copy of all delegations. This delegation will be signed by the PCO and at a minimum contain the identification of the requesting Government Activity procurement office and contracting officer, expiration period (if any) of the delegation, an estimated amount, description of services and period of performance, and any special conditions of the delegation.

If requested by the PCO, the contractor shall provide a copy of any non ITSS order and modification, to include the accepted proposal and Statement of Work/Objectives.

G.2.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is responsible for technical oversight of the contract. The COR will monitor delivery and performance at the contract level. The COR will examine and correlate data provided by the Contractor, Information Technology Managers, Client representatives, and other personnel involved in contract administration. For this contract, COR functions will be performed by the Procuring Contracting Officer (See Paragraph G.2.1 above)

G.2.3 INFORMATION TECHNOLOGY MANAGER/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (ITM/COTR)

ITM/COTRs are designated by the COR to provide technical oversight of task orders issued under this contract.

ITM/COTRs will:

Provide technical advice and assistance to clients in identifying and defining requirements;

Monitor all technical aspects of task orders to ensure that the Contractor performs the technical requirements of the task orders in accordance with the terms of the contract;

Perform or cause to be performed inspections necessary in connection with performance of the contract;

Maintain written and oral communications with the Contractor concerning the aspects of the contract within his/her purview;

Issue written interpretations of technical requirements of Government drawings, designs, and specifications;

Monitor the Contractor's performance under the contract and notify the Contractor and ACO of any deficiencies observed;

Coordinate Government furnished property availability;

Provide for site entry of Contractor personnel as required;

The Contractor will be notified of ITM/COTR designations.

G.2.4 CLIENT REPRESENTATIVE (CR)

For task orders awarded by GSA, the client agency will assign a Client Representative to each task order. The CR is responsible for monitoring technical performance under task orders for the client agency and supporting the GSA ITM/COTR. The CR is not authorized to make commitments for the Government or to make changes to the contract or task order terms and conditions.

G.3 CONTRACT ADMINISTRATIVE REPORTING AND CONTRACT ACCESS FEE

CONTRACT ADMINISTRATIVE REPORTING

The following defines the administrative reporting requirements under the Basic Contract. All of the reporting data specified here shall be provided electronically via the GWAC Management Module (GWAC MM) which can be accessed at <http://itss.gsa.gov>.

The types of reporting data required are as follows:

(a) Order Award/Modification Data – The contractor shall report all non IT Solution Shop (ITSS) orders and modifications within thirty (30) calendar days of order acceptance/award. Award/Modification data includes, but is not limited to:

- (1) Order Number
- (2) Order/Modification Description (or Project Description)
- (3) Basic Contract Number
- (4) Predominant Contract Type (or type of modification)
- (5) Issuing Ordering Contracting Officer (OCO)
- (6) Period of Performance
- (7) Award/Modification Date
- (8) Award/Modification Obligated Amount

The data from orders and modifications issued through ITSS should automatically migrate into the GWAC MM.

(b) Purchase Data – The contractor shall report the total invoiced amount for each invoice within sixty (60) calendar days from the date the invoice is submitted for payment. The total invoiced amount includes the contract access fee.

(c) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within fourteen (14) calendar days following each CAF payment. CAF payment data includes, but is not limited to:

- (1) Trace Number (or Voucher Number)
- (2) Total Remitted Amount
- (3) Remit Date
- (4) Amount applied to each Task Order Number (for the reported payment)

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The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.

CONTRACT ACCESS FEE

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Millennia Lite Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

The current Contract Access Fee (CAF) is .75%. To calculate the CAF remittance payment for the Millennia Lite GWAC for loaded labor-hour rates where the CAF is already built into the loaded rates, use this formula:

$$\text{CAF} = (\text{Total Labor-Hour Dollars} / 1.0075) * .0075$$

For all other invoiced costs, use this formula:

$$\text{CAF} = \text{Total Cost} * .0075$$

Contractors shall remit the CAF to GSA in U.S. dollars within forty-five (45) calendar days upon receipt of payment from the customer. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

All CAF payments must be remitted electronically via Automated Clearing House (ACH). The procedures to set up ACH can be found on the payment page in the GWAC MM.

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6

G.4 REPORTS

The Contractor shall submit various reports to designated officials through GSA's electronic system or through other systems that may be designated for that purpose. The contractor must be able to send and receive electronic mail messages, and will be required to communicate via GSA's electronic system after award of the contract. At a minimum, all contractor personnel authorized to negotiate with GSA must have this capability. Address(es) for transmission of each report will be provided upon award.

The Government reserves the right to inspect without further notice, such records of the contractor as pertain to orders under this contract. Willful failure or refusal to furnish the required reports, or falsification thereof, shall constitute sufficient cause for terminating the contract for default or convenience of the Government.

G.4.1 CONTRACT STATUS REPORT (CSR) AND ATTACHMENT J-3 (DELETED)

G.4.2 COST RECOVERY REPORT (CRR) AND ATTACHMENT J-4 (DELETED)

G.4.3 MONTHLY TASK STATUS REPORT (MTSR)

This report shall detail task specific information by calendar month. Specific data elements and format are set forth in Attachment J-5. The report shall be submitted by the tenth calendar day following the close of each month. This report shall be submitted to the ITM and the ACO via GSA electronic system. The MTSR shall be submitted each month whether or not costs were incurred.

G.4.4 CONTRACTOR PERFORMANCE EVALUATION REPORT (CPER)

(See Section J, Attachment J-7)

G.4.5 FINAL ACCEPTANCE/TASK ORDER COMPLETION REPORT

Written notification for final acceptance and completion of the TO must be submitted to the ITM or Agency Representative within 60 days of task order completion. If the contractor requires an extension of the 60 day period, a request with supporting rationale must be received by the ITM or Agency Representative prior to the end of the 60 day period. Report shall be submitted via GSA electronic system.

G.4.6 PERFORMANCE MANAGEMENT REPORTS

Progress Reports for Performance Management or Earned Value Management Systems. The contractor shall provide monthly (or as frequently as specified in the Task Order) progress reports to the Task Order Information Technology Manager/Contracting Officer's Technical Representative, based on actual data from (or reconcilable with) its accounting system, which include the following information:

- Identification of any financial variances (i.e., the difference between incurred costs and assigned budgets for scheduled work elements);
- Identification of any schedule or work variances (i.e., the difference between budgets credited for completed work and budgets assigned to scheduled work);
- Depiction of any variances in the form of indices and graphs;
- Detailed reasons for any variances that exceed ± 10 percent;
- Recommended corrective actions resulting from earned value and other performance information;
- Revised estimates of cost at completion based on performance to date.
- If subcontractors are used, the contractor must develop and implement a system to ensure that its subcontractors comply with this requirement, and each monthly progress report must address performance at the prime and subcontractor level.

Report shall be submitted via GSA electronic system.

G.4.7 OTHER REPORTS

Additional special written and verbal reports may be required as negotiated on a case-by-case basis. Special reports may also be required as part of the Contractor's presentation at contract and task order review meetings. These reports shall be submitted via GSA electronic system.

G.5 TASK ORDER PROCEDURES

As a minimum, the following paragraphs shall be applicable to all Task Orders (TO) issued under this Contract. Additional contract administration data may be specified in each TO.

G.5.1 ORDERING PROVISION

Any services to be furnished under this contract will be ordered by issuance of written Task Orders (TOs). TOs shall be issued in accordance with FAR 16.505. In addition:

- a. Only an authorized Government Contracting Officer can issue a TO under this contract.
- b. All TOs are subject to the terms and conditions of the contract. In the event of conflict between a TO and the contract, the contract will take precedence.
- c. All costs associated with preparation, presentation, and/or discussion of the Contractor's TO proposal and postaward TO administration (including applicable personnel cost allocations by TO) shall not be chargeable as a direct cost. The Contractor is responsible for determining the most appropriate method for inclusion of such costs in indirect pools based on its standard accounting practices.
- d. The Government, at its discretion, will determine under which functional area a TO request belongs. This determination will be based on the predominant work to be performed under the TO (e.g., 70% = Functional Area 1, and 30% = Functional Area 2 will be categorized as Functional Area 1). Unless otherwise precluded by the TO, a Contractor awarded a TO under a particular functional area may utilize other Millennia Lite Contractors from different functional areas as appropriate when subcontracting efforts are necessary.
- e. Except as noted herein, it is the Government's intent to provide all contractors awarded a contract within the designated functional area a fair opportunity to receive the task order award. It is the Government's intent to issue TOs for every TO request. However, awardees need not be given an opportunity to be considered for a particular TO if the ACO determines that:
 - (1) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
 - (2) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
 - (3) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under the contract, provided that all awardees were given fair opportunity to be considered for the original TO; or
 - (4) It is necessary to place a Task Order to satisfy a minimum guarantee.

f. No work will be performed and no payment will be made except as authorized by a TO. Delivery or performance shall be made only as authorized by TOs issued in accordance with the subsections herein. The Contractor shall furnish to the Government those products or services specified in the TO.

g. The ACO's selection decision on each TO request shall be final and shall not be subject to the protest or disputes provisions of the contract, except for a protest that the TO increases the scope, period, or maximum value of the contract. Disputes related to other matters effecting the TO award may be directed to the Ombudsman designated for this Contract. The Ombudsman will be responsible for the those duties described at FAR 16.505(b)(6). The Ombudsman for GSA is:

Donald J. Suda
U.S. General Services Administration
Office of Acquisition Policy
1800 F Street, N.W.
Washington, DC 20405

h. The Government intends to use electronic commerce methods to the maximum extent practicable for TOs. Awarded Contractors shall submit task proposals via the GSA electronic system.

G.5.2 PLACEMENT OF TASK ORDERS

The Government currently envisions two methods for issuance of TOs. While the two methods explained below represent the Government's initial approach to TO issuance, hopefully, through Government and Contractor cooperation and innovation, these methodologies will regularly evolve to incorporate lessons learned, to incorporate innovative approaches, innovation credits, etc. and to become more efficient and effective.

The two methodologies will be referred to as:

Methodology I – Oral Presentation of Technical Proposal
Methodology II – Written Technical Proposal

The two methodologies have several common steps. The steps for each methodology are indicated below.

Step	<u>Methodology I</u> Oral Presentation of Technical Proposal	<u>Methodology II</u> Written Technical Proposal
<p>The Government will provide to each Contractor a task request via GSA electronic system which will be used to specify the work to be accomplished by the Contractor to satisfy a particular task requirement. As a minimum, each task request will include:</p> <ul style="list-style-type: none"> (1) A description of the work to be performed; (2) The desired delivery schedule and/or required completion date(s), as applicable; (3) Additional acceptance criteria, if any; (4) Reporting requirements and list of deliverables; (5) The date and time by which the response is due; (6) Travel and supply requirements, if any; (7) Desired type of pricing, i.e., FFP, CPFF, CPAF, T&M; (8) Instructions, conditions, and notices to offerors; and (9) Evaluation factors (After initial orders are performed, past performance under this Contract will always be an evaluation factor) 	X	X
The Contractor shall, within the timeframe specified in each task request, provide the ACO with a statement indicating intent to propose or reasons for not proposing for the specific requirement.	X	X
The Contractor shall, within the timeframe specified in each task request, provide the ACO with any questions regarding the requirement.	X	X
The ACO shall, within the timeframe specified in each task request, provide all participating Contractors with questions asked and answered regarding the requirements.	X	X

Step	<u>Methodology I</u> Oral Presentation of Technical Proposal	<u>Methodology II</u> Written Technical Proposal
In lieu of a written technical proposal, the Contractor shall demonstrate their technical proposal through an oral presentation. In the timeframe specified in each task request, each participating Contractor will be afforded the opportunity to make an oral presentation, not to exceed the time frame specified by the ACO, of capabilities to perform the requirement. To maintain fairness without an adverse impact on the award schedule, presentation times shall be randomly provided to the participating Contractors by the ACO at the same time previous step is completed. After the oral presentation, the Government will reserve a set amount of time to be determined by the ACO to address clarifications regarding the presentation.	X	
The Contractor shall, within the timeframe specified in each task request, provide the ACO with a written proposal via GSA electronic system.		X
The Government anticipates award based upon initial offers. Should all initial proposals contain deficiencies which would preclude award based upon initial offers, the ACO will enter into oral and/or written discussions to resolve deficiencies. In the event discussions are necessary, each Offeror will be notified and provided an opportunity to submit a Final Proposal Revision. Upon receipt of a Final Proposal Revision, the ACO will complete evaluation and award the task order through GSA electronic system (if GSA) or other means (if outside GSA).	X	X

G.5.3 INVOICE SUBMISSION

The following information is required for all invoices:

- a. For reimbursable charges such as equipment, travel, per diem and other unique costs, invoices shall reflect the Contractor's actual expenses burdened with the ODC multiplier and profit if applicable. These charges shall not exceed limits specified in the task order.

b. Invoice shall include the following minimum task identification:

(1) Task order number;

(2) Accounting Control Transaction (ACT) number (assigned by GSA on the Task Order, GSA Form 300, Block 4);

(3) Period of Performance (month services performed for other than fixed price task orders, month deliverable completed for fixed price task orders);

(4) Invoice Number;

(5) Client name and address.

c. Unless specified otherwise on the TO, the original of each invoice, with supporting documentation as required by the Contracting Officer, if applicable, shall be submitted to:

General Services Administration
Accounts Payable Branch (7BCP)
P. O. Box 17181
Fort Worth, TX 76102-0181

The original invoice will be marked (stamped) "Original Copy."

d. One copy of each invoice with supporting documentation as required by the ACO, if applicable, shall be submitted to the address designated in the task order.

In addition, Contractors are required to submit an electronic copy of each invoice through GSA electronic system after receipt of acceptance from the client representative or designated representative.

Invoices for final payment must be so identified and submitted when tasks have been completed and no further charges are to be incurred. These close-out invoices, or a written notification that final invoicing has been completed, must be submitted to the ordering agency within 60 days of task order completion. A copy of the Final Acceptance/Task Order Completion Report must be attached to final invoices. If the contractor requires an extension of the 60-day period, a request with supporting rationale must be received by the ordering agency prior to the end of the 60-day period.

G.5.3.1 INVOICES FOR COST REIMBURSEMENT TASK ORDERS

The Contractor shall submit proper invoices in accordance with the requirements and schedule specified in the TO. (See Section I, Clause FAR 52.232-25)

G.5.3.2 INVOICES FOR FIXED PRICE TASK ORDERS

A proper invoice for each fixed price task order shall be submitted not later than 10 work days after completion and acceptance of the task or deliverables.

A separate invoice for each task order shall be submitted on official company letterhead with detailed costs for each of the following categories:

- (1) Products delivered and accepted by deliverable or milestone number;
- (2) Travel and per diem charges;
- (3) Other direct charges (ODC's);
- (4) Total invoice amount;
- (5) Prompt payment discount offered, if applicable.

An invoice reflecting amounts that do not exceed the fixed price approved for that deliverable product or service in the task order shall be submitted for those tangible deliverable products or services that have been accepted by the Government

G.5.3.3 INVOICES FOR NOT TO EXCEED TIME & MATERIALS OR LABOR HOUR

A proper invoice for T&M or labor hour task orders shall be submitted by the tenth of each month for work performed the prior month.

A separate invoice for each task order shall be submitted on official company letterhead with detailed costs for each of the following categories:

- (1) Labor expended for each skill level;
- (2) Total labor charges;
- (3) Travel and per diem charges;
- (4) Other direct charges (ODC's);
- (5) Total invoice amount;
- (6) Prompt payment discount offered, if applicable.

The amount invoiced shall include labor charges for actual hours worked and other actual expenses based upon contract rates and conditions, not to exceed the limits specified in the task order.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 GENERAL

The following paragraphs shall be applicable to all task orders issued under this contract. Additional requirements may be specified in each task order.

H.2 Indefinite Quantity

This solicitation will result in Multiple Award Indefinite Quantity (MAIQ) contracts. Total orders placed against all contracts will not exceed \$20,000,000,000.00 over ten years. The total guaranteed minimum for each contract is \$25,000.

The maximum amount for each contract will be \$20,000,000,000.00. However, since the total amount for all contracts will not exceed \$20,000,000,000.00 as more orders are issued under one contract, the value of orders which can be issued under the other contracts drops by an equal amount.

H.3 GSA OFFICES

GSA offices are responsible for the implementation of this contract and task order activities in their geographical area of responsibility. The offices are currently located as follows: Boston, MA; New York, NY; Philadelphia, PA; Atlanta, GA; Chicago, IL; Kansas City, MO; Fort Worth, TX; Denver, CO; Bremerton, WA; Washington D.C.; Falls Church, VA; Pensacola, FL; Huntsville, AL; San Antonio, TX; San Francisco, CA; Oakland, CA; San Diego, CA; Ventura, CA; Monterey, CA; Honolulu, HI; Phoenix, AZ; and Las Vegas, NV. GSA may establish other offices throughout the life of the contract.

H.4 Contractor Responsibilities

H.4.1 Contractor provision of equipment and supplies

Unless otherwise specified in an individual task order, the Contractor shall provide all office equipment including but not limited to, computers/workstations and consumable supplies, used in daily operation or performance of, or in support of this Contract. Refer to Section H.13 concerning reimbursable items.

H.4.2 CONTRACTOR Provision of Personnel Support

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this Contract.

H.4.3 Reserved.

H.5 GOVERNMENT Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

H.6 TRANSITION

Following contract award, GSA will provide contract awardees with a list of designated GSA points of contact.

The contractor shall have management and administrative support in place to receive and respond to task requests within ten days after contract award. Addresses, telephone numbers, and functional responsibilities shall be provided to the PCO at this time.

A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.

The contractor shall not recruit on Government premises or otherwise act to disrupt Government business.

H.7 Phase Out of Contract and Continuity of Services

If a successor contract is awarded prior to the final expiration date of this contract, the Government may issue task orders to the successor contractor prior to the expiration date of this contract.

The contractor must recognize that services under this contract are vital to the Government and must be continued without interruption and that upon contract expiration, a successor, either the Government or another contractor, may continue such services. The contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition.

The incumbent contractor shall maintain adequate administrative and management support for active task orders after contract expiration until the end of the performance period specified in the order.

The contractor shall provide phase-in, phase-out services, at no additional cost to the Government, as long as there is any active task order. Appropriate task management personnel shall meet with the successor contractor to coordinate task transition. Discussions shall include personnel transition to the successor contractor, and the transition of task specific items such as Government or contractor furnished supplies, materials, equipment, and services.

The contractor shall disclose necessary information to allow the successor to conduct interviews for possible transition. If selected employees are agreeable to the change, the incumbent contractor shall grant release at a mutually agreed date and negotiate transfer of the employee's earned fringe benefits.

H.8 Contractor Performance

H.8.1 Availability

Contractor management staff shall be available to meet either face to face or via a conference method (teleconference, videoconference, etc.) of the government's choosing within 24 hours of such a request being made.

H.8.2 Supervision

The Contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein and in TOs issued hereunder. The Contractor shall select, supervise, and exercise control and direction over its employees under this Contract. The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this Contract. The Contractor is accountable to the Government for the actions of its personnel.

Each awarded task will have an assigned task leader. Task leaders are working members of task teams and should not be expected to maintain all supervisory functions at the task level. The contractor shall supervise task order employees with indirect management personnel. In performance of this contract, the contractor's management responsibilities include, but are not limited to, the following:

- Ensure employees understand the work to be performed on task orders to which they are assigned.
- Ensure employees know their management chain and adhere to company policies and exhibit professional conduct to perform in the best interest of the government.
- Ensure employees adhere to applicable law and regulation governing contractor performance and relationships with the government.
- Ensure contract employees do not create actual or apparent personal service relationships.
- Regularly assess employee performance and provide feedback to improve overall task performance.
- Ensure high quality results are achieved through task performance.

This contract does not assume or require any hierarchical structure (e.g., a Group Manager per X people).

H.8.3 Technology Currency

Contractor staff performing on task orders shall maintain currency on leading edge and state-of-the-art technologies and methods. The government may provide additional training at its discretion.

H.9 Facilities, Supplies and Services

H.9.1 CONTRACTOR SUPPLIED

The contractor shall furnish the following at no direct cost to the Government:

- a. Contract-related services are administrative and management functions necessary to support the contract, and the hardware, software, and communications systems necessary to interface effectively and efficiently with the GSA. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, task proposal preparation, obtaining security clearances, contracting, and clerical support.
- b. Office and working space for contract-related services.
- c. Office equipment and expenses necessary to perform contract-related services including: IT and network operations, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of this contract.
- d. Proposed tools and methodologies

H.9.2 GOVERNMENT FURNISHED ITEMS

Government-furnished items will be identified in individual TOs, as appropriate.

H.9.2.1 TRANSPORTATION of Government-Furnished Items

The Contractor shall be responsible for transporting all Government-Furnished Items (GFI) between the Government site and the Contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific requirement.

H.9.2.2 VALIDATION of Government-Furnished Items

The following procedures apply to the validation of GFI:

- a. Within 3 workdays of receipt of any GFI, the Contractor shall validate the accuracy of the materials and notify the ACO of any discrepancies.
- b. Validation shall consist of the Contractor checking for physical and logical completeness and accuracy. Physical completeness and accuracy shall be determined when all materials defined as Government-furnished minimums are provided. Logical completeness and accuracy shall be determined when all materials defined as minimums and associated with a program, system, or work package are provided.
- c. GFI errors or discrepancies shall be consolidated and the ACO notified using the Problem Notification Report. See Section J, Attachment 9 for the format of this report.
- d. The Contractor shall proceed with the requirements on the remaining materials pending Government resolution. The Government will respond with a resolution of the errors not later than 5 workdays after receipt of the written report.
- e. Errors found after the 3 workday period shall be reported to the ACO, using the Problem Notification Report, as soon as possible after identification of such errors or discrepancies. Action to be taken by the Government on these identified problems will be determined by the ACO.

H.9.2.3 HANDLING of Government-Furnished Items

The Contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor has access to by virtue of the provisions of this Contract, that are not intended for public disclosure.

The materials and information provided to the Contractor by the Government or that the contractor had access to in completing work under this contract, are the exclusive property of the Government. Upon completion or termination of this contract, the Contractor shall return all information and materials (copies included) that were provided to the Contractor by the Government. Any other materials/information developed or delivered by the Contractor in performance of this contract shall be delivered in accordance with FAR 52.227-14.

H.9.3 CONTRACTOR SITE TASK ORDER RELATED SERVICES

The breakdown of government site and contractor site efforts is unknown.

- a. Contractor site task order related services. A task order may direct that required work be performed at a facility to be furnished by the contractor. The task order may also indicate restrictions on the location of the contractor's facility such as, within 60 minutes of the client's facility, or within 30 miles of the client's facility.

b. Contractor facilities (both management and task order sites) shall be able to support necessary contract and task order requirements. This shall include, at no direct cost to the Government, the following office items:

(1) Office, workspace, telephone and Internet access

(2) State of the art equipment with reasonable refreshment, including computer hardware, software, networks, electronic interfaces to company and GSA; and on task orders, to client systems

(3) Materials, supplies and services

(4) Security systems, devices and equipment, including safeguarding of classified materials to the secret level

H.10 Marketing Efforts

The contractor is responsible for ongoing marketing efforts during the life of this contract as specified below. The contractor shall provide information on its marketing efforts as specified in the Contract Status Report (see Section J, Attachment J-3). These efforts shall commence not later than 30 calendar days after contract award, subject to the following:

a. All marketing brochures shall conform to the requirements of the GSAR 552.203-71, see Section I.11, and be approved by the PCO prior to issuance

b. Contractors shall not assist prospective client agencies in the development of future requirements or provide preliminary estimates, except as provided for in an existing task order

c. Contractors shall not charge marketing costs as a direct cost item

d. Approval for marketing by the contractor does not obligate GSA to undertake, under this contract, any potential work identified

H.10.1 MARKETING CALLS

The contractor shall prepare and give formal presentations to prospective clients on the contract when requested by the Government. These presentations will be consistent with materials previously reviewed and approved for use by GSA.

H.10.2 MARKETING MATERIALS

The contractor shall provide marketing materials which will enhance program and service visibility. The contractor shall provide sample marketing materials to the PCO or his designee prior to distribution. GSA will have five working days to review and approve materials.

H.11 Limitation of Warranty for Government Furnished Software

In lieu of any other warranty expressed or implied herein, the Government warrants that any programming aids and software packages supplied for contractor use as Government-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the Government from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s).

Should Government-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the contractor shall notify the ITM and CR and supply documentation regarding any defects and their effect on progress under this contract. The ACO will consider equitably adjusting the delivery performance dates or task order price, or both, and any other contractual provision affected by the Government-furnished property in accordance with the procedures provided for in the clause of this contract entitled "Changes".

H.12 STANDARDS of Conduct and Restrictions

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- a. Discuss with unauthorized persons any information obtained in the performance of work under this Contract;
- b. Conduct business, other than that which is covered by this Contract, during periods paid by the Government;
- c. Conduct business not directly related to this Contract on Government premises;
- d. Use computer systems and/or other Government facilities for company or personal business; or
- e. Recruit on Government premises or otherwise act to disrupt official Government business.

H.13 Reimbursable Items

H.13.1 TRAVEL

Travel requirements will be identified at the time a Task Order Request (TOR) is issued. Travel requirements may also be identified during the course of a TO. These requirements may be identified by the Government or by the Contractor. If the Contractor identifies a requirement for

travel within the scope of a TO, the Contractor shall submit to the individual designated in the order a request for approval for such travel.

H.13.1.1 PRIOR APPROVAL

Before undertaking any travel in performance of this Contract, the Contractor shall have the travel coordinated and approved by the individual designated in the task order. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost.

H.13.1.2 EXTENT OF TRAVEL

The Contractor may be required to travel worldwide as specified in each TO.

H.13.1.3 METHOD OF REIMBURSEMENT

Individual TOs will include guidance as to whether travel expenses are to be included as a fixed price or whether travel expenses will be reimbursed as a not to exceed amount. The number of trips, destinations, length of stay, and cost required for completion of travel will be negotiated for each TO. All travel required and approved by the Government will be reimbursed as part of the TO. Not to exceed travel costs shall be reimbursed in accordance with the FTR plus the ODC multiplier.

H.13.1.4 LOCAL TRAVEL

Local travel will be reimbursed as specified in the task order. The contractor may be reimbursed for local travel of personnel between multiple places of performance within a task order, not to exceed the amount authorized by the task order for such travel. Local travel is defined here to mean any and all travel within a fifty (50) mile radius of the primary work site identified in the task order (excluding normal commuting travel). The contractor will not be reimbursed for travel of its employees to and from their residence and their assigned regular duty station

H.13.2 Tools

Millennia Lite is considered to be a "solutions based contract". This term refers to contracts that encompass everything from the analysis of hardware/software tools used for implementation to ongoing operational support of an Information Technology (IT) solution.

The Government may require the Contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO, by the Government or the Contractor and tools purchased shall become the property of the government. If the Contractor proposes the purchase of tools within the scope of a TO tasking, the Contractor shall submit to the Government COTR a request to initiate purchase of such tools. The request

shall include the purpose, specific items, estimated cost, cost comparison, and rationale. If approved and the task order is modified, the contractor may proceed with the purchase. All purchases under this paragraph shall be made in accordance with the Federal Acquisition Regulation.

The PCO reserves the right to review individual TOs to determine if the provisions of this clause are being applied appropriately.

H.13.3 OTHER Direct Costs

The Government may require the Contractor to incur ODCs. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO, by the Government or the Contractor. Reimbursement will be made as specified in each TO.

H.14 Facility Access

When applicable, the Contractor shall arrange with the ITM/COTR/Agency Representative procedures for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters. Any requests received by the Contractor to change the sequence or scope of this access shall be referred to the ITM/COTR/Agency Representative.

H.14.1 Personnel Access

During the life of this Contract, the contractor's personnel shall have access to Government facilities as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities. Certain Government agencies may have security requirements which necessitate the use of building access passes. When this is the case, the Contractor will be apprised in the TO.

H.15 Security Requirements

Although it is unknown exactly how many persons will be required to have any and all levels of security clearance, the Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any TO under this Contract. If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.

The level of classified access required shall be indicated in the statement of work or other appropriate form incorporated into each TOR requiring access to classified information. Contractor personnel are required to have background investigations for suitability if they occupy positions of trust (e.g. systems administrator) even if they do not have access to classified information.

The contractor shall bear the cost of any security clearances required for task order performance.

Any additional costs to implement the Homeland Security Presidential Directive (HSPD-12) will be negotiated at the task order level.

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H.16 Limited Use of Data AND Information

In the performance of services under this contract, the contractor may be required to perform operations on, have access to, or handle data and information which contain classified, sensitive, proprietary, or privacy information or data. The contractor shall be responsible for safeguarding the information and

data while under the control of or available to the contractor, and to prevent it from being compromised, altered, damaged, lost, or improperly disseminated. The CO may require contractor personnel on a particular task order to sign "no conflict of interest" and "non-disclosure" statements as a requirement for assignment to a task. Contractor personnel who sign such statements shall be briefed on the meaning and restrictions associated with "conflict of interest" and "non-disclosure".

Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this contract, until made public or specifically authorized by the Government. Classified information will be handled in accordance with the provided DD254. The contractor shall not use, disclose or reproduce third party companies' proprietary data, other than as authorized and required in the performance of this contract.

Data, information, or knowledge obtained as a result of working on a task order, may fall into special categories, many of which are indicated above, or may have special client sensitivity. Contractor employees working on a task order may not know the sensitivity of data, information, or situations observed, therefore, it is best to consider all information obtained on a task as sensitive. The contractor shall ensure that task personnel receive special briefings as required by Government regulations and procedures, and include for all task personnel, briefings on the sensitivity of operations, data, and information on any task, and their responsibility for safeguarding and avoiding unauthorized dissemination of any information obtained as a result of performance on a task order.

The limitations noted in the preceding paragraphs do not apply to data or information which has been made public by the Government. Further, this provision does not preclude the use of any data independently acquired by the contractor without such limitations, or prohibit an agreement, at no cost to the Government, between the contractor and the data owner which provides for greater rights to the contractor.

H.17 Personnel

H.17.1 PERSONNEL Qualifications

Attachment J-1 contains the contract labor category descriptions. The contract labor category descriptions provide the minimum capabilities for the labor categories listed in Section B.

The labor category descriptions depict the types of personnel that shall typically be provided by the Contractor in support of TOs. Individual TOs may require contractor employees to have specific expertise or industry certifications needed for a specific project.

H.17.2 Key Personnel and Personnel Substitutions

Key personnel are those personnel considered essential to successful contractor performance. Key personnel are the Program Manager and other personnel providing supervision. This contract does not assume or require any hierarchical structure (i.e. Contract Project Manager, Group Manager per X people).

The Program Manager shall begin work within two weeks of contract award and shall remain in the position for a minimum of twelve months from the effective date of reporting to the contract. During this period, no replacement shall be permitted unless necessitated by an individual's extreme illness, death, termination of employment, or if determined to be in the best interest of the Government. In any of these events, the contractor shall promptly notify the PCO or his designee and replace the Program Manager with a person of equal or superior qualifications within ten working days of notification.

Government shall authorize approval of initial and replacement contractor key personnel. Key personnel on task orders shall not be replaced or reassigned to another task without prior approval of the Government.

When the contractor becomes aware that a task order employee will be, or is unavailable to work under this contract for a continuous period exceeding ten working days, the contractor shall immediately notify the ITM or the appropriate Government representative, and replace such personnel with personnel of equal or superior qualifications, within ten working days of notification or as required by the Government.

Substitutions for key personnel may be made in task staffing under the following conditions:

- a. The contractor shall notify the ITM or appropriate Government representative at least ten working days before making changes in task personnel from one task to another.
- b. The contractor shall provide personnel who meet or exceed the capability of the personnel being replaced.

c. Replacement personnel must be approved by the ITM/COTR prior to assignment of the replacement and prior to transfer of the individual.

H.17.3 Special Personnel Skills

Special personnel skills are those for which the expertise required or duties performed for task orders are within the contract scope, but are so specialized or rare that they are not explicitly defined in a skill category description. The ACO will determine whether circumstances warrant use of this special skill category. Based on price or cost analysis, the ACO will negotiate a fair and reasonable labor rate (market rate) with the contractor for the special personnel skill on a task by task basis. Special skills are task order specific and not applicable to the entire contract. If a special skill is negotiated and persists in task performance for more than a 6 month period, the PCO will review the special skill to determine whether it should be included as a standard contract skill through a modification to the contract. The PCO will then negotiate a contract ceiling rate and description for the skill.

H.17.4 Personnel Conduct

Personnel assigned by the contractor to work on this contract must be acceptable to the Government in terms of personal and professional conduct. Contractor management shall provide sufficient oversight and supervision to ensure employees (direct or subcontracted), are fulfilling their technical responsibilities and doing so in the best interest of the Government. It is understood that any personnel assigned by the contractor or subcontractor to the performance of the work hereunder, if in conflict with the best interests of the Government, shall be immediately removed from the assigned position. The ACO may elect to direct the retention of an individual on a task until a replacement has been approved, or reported, or until a transition has occurred.

Employment and staffing difficulties shall not be justification for failure to meet established schedules, and if such difficulties impair performance, the contractor may be subject to default.

H.17.5 UTILIZATION of Contractor's Proposed Personnel

In order to ensure a smooth and orderly start up of a TO, it is essential that the key personnel specified in the Contractor's proposal for that TO be available on the effective date of the TO. If these personnel are not made available at that time, the Contractor shall provide justification.

H.17.6 UNSATISFACTORY Performance by Contractor Personnel

In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, or any TO issued hereunder, the Government reserves the right to request and receive satisfactory personnel replacement within ten (10) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel must have the same minimum capabilities as referenced in Attachment

J-1, additional specialized or specific experience identified in the TO, and meet any applicable security requirements.

H.17. 7 RecruitMENT and Retention of Contractor Personnel

The Contractor is advised that employee recruiting and employee retention practices shall be monitored on a TO basis through the Contract Status Report and Monthly Task Status Report.

H.18 Certification of Technical Data

H.18.1 APPLICABILITY

This clause shall apply to all data delivered, or required to be delivered, at any time during the life of the Contract. "Data" under this clause includes manuals, reports, etc. required to be submitted by the Contractor.

H.18.2 CONTRACTOR Responsibility

The Contractor shall submit the following declaration with all data submitted under this Contract.

"TECHNICAL DATA DECLARATION"

"The Contractor, _____, hereby declares that to the best of its knowledge and belief the technical data delivered herewith under Government Contract No. _____, Task Order No. _____, are complete, accurate, and comply with the requirements of the Contract and the associated Task Order, when applicable, concerning such technical data."

H.18.3 GOVERNMENT Options

The Government may, in consideration of this declaration, require correction of any deficiencies in delivered data at any time during the life of the Contract. The Government CO may determine the time in which the Contractor must deliver corrected data; however, such time period will never be less than two (2) weeks unless the Government and the Contractor agree to a shorter period of time. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with FAR 52.227-14 (Rights in Data - General) referenced in Section I.

H.19 Organizational Conflict of Interest

Under this contract, the Contractor may be tasked to help prepare for and/or conduct an IT acquisition. In such cases, the Contractor may be required to sign an organizational conflict of interest statement in which the Contractor (and any subcontractors or teaming partners) agree not

to submit a proposal, or provide support to a proposing firm (either prime or subcontractor) which is submitting a proposal, under any solicitation resulting from the work performed in the Millennium Lite task. The Government will strive to identify this type of situation in the Task Order Request. All potential conflict of interest situations shall be handled in accordance with FAR 9.5.

All Contractor personnel (to include Subcontractors and consultants) who will be personally and substantially involved in the performance of any TO issued under this Contract which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form (See Attachment J-10). This is required prior to the commencement of any work on such TO and whenever replacement personnel are proposed under an ongoing TO.

H.20 Required Insurance

A. THE CONTRACTOR SHALL PROCURE AND MAINTAIN INSURANCE DURING THE ENTIRE PERIOD OF ITS PERFORMANCE UNDER THIS CONTRACT, IN ACCORDANCE WITH FAR 52.228-5, ENTITLED "INSURANCE - WORK ON A GOVERNMENT INSTALLATION". THE FOLLOWING MINIMUM INSURANCE IS REQUIRED.

(1) Worker's Compensation and Employers' Liability Insurance as required by applicable Federal and State worker's compensation and occupational disease statutes.

(2) Automobile Liability Insurance: Limits: \$200,000 per person for bodily injury, \$500,000 per occurrence for bodily injury, \$40,000 per occurrence for property damage.

(3) Comprehensive General Liability: \$500,000 per occurrence.

b. Prior to commencement of work hereunder, the Contractor shall furnish to the CO a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government shall not be effective until thirty (30) days after written notice has been given and approved by the CO.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change, as required by the CO. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the CO's prior approval.

A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notice of

policy changes shall be furnished to the CO. The substance of this clause shall be made to flow down to any Subcontractors.

H.21 Interrelationships of Contractors

The Government has contracts to provide technical support in conducting studies, analyses, and engineering activities separate from the work to be performed under this contract, yet having links and interfaces to this contract. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other contractor(s) through the COR in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other contractor(s) may be requested to assist in the technical review of the Millennia Lite contractor's technical effort. Information on reports provided under this contract may, at the discretion of the Government, be provided to such other contractors for the purpose of such review.

H.22 Section K, Representations, and Certifications

The representations and certifications in Section K, as executed and incorporated by reference into the basic Contract, remain in effect for each TO unless the Contractor initiates an update for the specific TO.

H.23 Service Improvements

a. After Contract award, the Government may solicit, and the Contractor is encouraged to propose independently, improvements to the skills, services, features, or other requirements of the Contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal and revisions to the technical proposal to the PCO for evaluation. Those proposed service improvements that are acceptable to the Government will be processed as modifications to the Contract.

b. As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (1) A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each. This description shall include, in the case of addition or changes to skill categories, a brief description of the new or changed skill, clear and concise explanation of pricing methodology. Supporting documentation may include data such as recognized national or regional surveys as well as studies of professional, public, and private organizations, used in establishing the proposed rate and compensation structure. The government may supplement the information provided in the proposal through Dun and Bradstreet reports, DCAA audits, available industry market rates, or other available means.;

(2) Itemized requirements of the Contract which must be changed if the proposal is adopted, and the proposed revision to the Contract for each such change;

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects that the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including Government-premise equipment);

(5) A statement of the time by which the Contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this Contract including supporting rationale; and

(6) Any effect on the Contract or completion time or delivery schedule shall be identified.

c. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the PCO as to the acceptance of any such proposal under this Contract is final and not subject to the "Disputes" clause of this Contract.

d. The PCO may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the Contract. Unless and until a modification is executed to incorporate a proposal under the Contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing Contract.

e. If a proposal submitted pursuant to this clause is accepted and applied to this Contract issued hereunder, the equitable adjustment increasing or decreasing the Contract price shall be in accordance with the procedures of the "Changes" clause. The resulting Contract modification will state that it is made pursuant to this clause.

H.24 RESERVED

H.25 RESERVED

H.26 SUBCONTRACTING PLAN

The contractor's current subcontracting plan is incorporated and made a material part of this contract. Pursuant to OFPP Memo, November 3, 2005, the electronic Small Business Reporting System (eSRS) is replacing the SF-294 and SF-295s with Submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR). The ISR and SSR shall be submitted electronically via the

Electronic Subcontract Reporting System (eSRS) at www.esrs.gov and must be received within 30 days after the close of each calendar period as follows:

Calendar Period	Report Title	Date Due
Oct 01 – Mar 31	ISR	Apr 30
Apr 01 – Sept 30	ISR	Oct 30
Oct 1 – Sept 30	SSR	Oct 30

The contractor is further advised that the performance of its subcontracting plan and the achievement of its proposed small business goals will be monitored and the contractor's failure to make a good faith effort will be cause for the Contractor to pay Liquidated Damages in accordance with FAR 52.219-16 "Liquidated Damages – Subcontracting Plan."

H.27 FTS Solutions Development Center review

The FTS Solutions Development Center reserves the right to review individual Task Orders to determine if contract provisions are being applied appropriately.

H.28 AWARD TERM

The initial three (3) year ordering period may be extended in accordance with FAR 52.217-9, on the basis of the evaluation score of the Award Term Plan criteria (Attachment J-7). The contractor's performance against the criteria will be evaluated as scheduled in the Award Term Plan. The performance measures identified in the Award Term Plan may be modified to meet the Government's needs and changing environment. Bilateral changes may be made to the Award Term Plan at any time during contract performance.

H.29 ACCESS RAMP

The contracting officer will reconsider approximately every two years the decision on the number of contracts and decide if it is advantageous for the Government to reopen the solicitation for consideration of additional awardees.

H.30 ECONOMIC PRICE ADJUSTMENT

- a. The Contractor may request that prices in this contract be adjusted based upon adjustments to the William M. Mercer Information Technology Compensation Survey (hereinafter "Mercer") and the procedures set forth below. The effective date for approved price adjustments will be the anniversary month and day of the contract award.
- c. The initial prices in the contract will be in effect for three years from date of award of the contract. Subsequently, any annual adjustments requested by the Contractor may be approved for no more than the percentage change from the Mercer survey in effect during the previous contract year to the Mercer survey in effect for the current contract year. Example: Contract award date November 1, 1999. First anniversary date for price adjustments November 1, 2002; adjustment based on percentage change from Mercer survey in effect on November 1, 2001 to Mercer survey in effect on November 1, 2002.

If Mercer data is not available for any year, the year with the most recently published Mercer data shall be used as the basis for evaluating adjustment requests. If Mercer data becomes available for the subsequent year, the price(s) may be increased or decreased by the percentage change between the survey used in the previous year and the survey for the current year.

c. All requests for price adjustment must be made by the Contractor, in writing, not later than two months prior to contract anniversary date of the year in which the adjustment is to occur. Example: Contract anniversary date, November 1; request for adjustment must be received by the Contracting Officer not later than September 1. Requests must indicate the new labor rates desired, include documentation supporting the requested adjustments, and be accompanied by price tables showing the revised prices.

If the Contracting Officer does not receive a complete, properly supported request for an economic price adjustment by the close of business two months prior to the contract anniversary date of any given year, no adjustment will be allowed for the upcoming contract year and the prices in effect as of that date shall remain in effect until the last day of the upcoming contract year. Without a properly documented request for price adjustment, the Contractor waives its right to request a price adjustment for the upcoming contract year.

d. All requests for price adjustment shall be accompanied by supporting data. Such data shall be as extensive and verifiable as deemed appropriate by the Contracting Officer who shall also have full discretion for waiving the Contractor's obligation for submission of such data as a part of the request and review process called for under this clause. Any application for a price adjustment and all supporting data provided by the Contractor shall be subject to audit by representatives or agents of the U.S. Government, including, without limitation, representatives or agents either of the U.S. General Services Administration or of the U.S. General Accounting Office.

e. In no case will an upward adjustment exceed 10% regardless of the amount of change in the Mercer. If the factor exceeds 1.10, the factor 1.10 shall be used in all computations. The 10% limitation will not apply to downward adjustments. In the event of a decrease in Mercer, the Contracting Officer will proceed with the downward adjustment in the manner outlined in this clause.

For Mercer labor categories, adjustments will be made by increasing or decreasing the direct labor hourly rates by no more than the percent change from the Mercer survey of the previous year. The direct labor hourly rates will be multiplied by the percentage change in Mercer, rounded to three decimal places, to establish new direct labor hourly rates for the upcoming contract year. The resulting direct labor hourly rates, rounded to the nearest cent, will then be burdened with the contractor's fringe benefits, overhead, and G&A to calculate the Loaded Hourly Rate in effect for the 12-month period beginning on the contract anniversary date.

The Mercer labor category price adjustment will be computed as follows:

Use Computer Software/Services Base Salary 75th percentile, if each Mercer edition contains this data. If either the Mercer Survey for the previous year or the Mercer Survey for the upcoming year do not contain data for Computer Software/Services Base Salary 75th percentile, the Contracting Officer will use All Participants Analysis – Base Pay – Organizational Weighted 75th percentile. (i.e. There is data for Computer Operator under Computer Software/Services Base Salary 75th percentile in the 2002 Mercer Survey but there is **no** data for Computer Operator under Computer Software/Services Base Salary 75th percentile , in the Mercer 2003 Survey; therefore, the Contracting Officer will use All Participants Analysis – Base Pay – Organizational Weighted 75th percentile contained in the 2002 and 2003 Mercer Surveys to calculate the adjustments.

g. For non-Mercer labor categories, price adjustments will be made by increasing or decreasing the direct labor hourly rates by no more than the overall average percentage change applicable to the Mercer labor categories in the particular Functional Area involved. In making the computations, the direct labor hourly rates will be multiplied by the overall average percentage change, rounded to three decimal places, to establish new direct labor hourly rates for the upcoming contract year. The resulting direct labor hourly rates, rounded to the nearest cent, will then be burdened with the contractor's fringe benefits, overhead, and G&A to calculate the Loaded Hourly Rate in effect for the 12-month period beginning on the contract anniversary date.

i. Under no circumstances shall any adjustment under this clause duplicate any pricing adjustments provided through any other provision of this contract or through any operation of law or other grounds for adjustment. If, at any time after the institution of an economic price adjustment of the contract prices under the terms of this clause, the contract prices require adjustment through the action of any other provision of this contract or through any operation of law or other grounds for adjustment, the Contracting Officer shall have a unilateral right to change, effective concurrently, the adjustment being provided under this clause, to the extent that the Contracting Officer deems such change necessary in order to avoid duplicate pricing adjustments.

j. Price adjustments under this clause will not apply to firm fixed price task orders awarded before the effective date of the adjustment.

SECTION I

CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>

FAR (48 CFR Chapter 1) Clauses Incorporated by Reference: See matrix of clauses in Excel spreadsheet, SectionI.xls.

I.2 NOTICE OF HYBRID CONTRACT TYPE

This contract is a hybrid of firm fixed price (FFP), time-and-materials/labor hours (T&M), and cost-reimbursement contract types. Some or all of the clauses listed below have been incorporated by reference above. Please be aware that this contract contains FFP line items as well as T&M line items. Therefore not all of the clauses contained in this contract apply to a specific line item. The matrix identifies which clauses are applicable solely to fixed-price, cost reimbursable and/or time-and-materials contract types.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

The Contractor shall make the following notification in writing:

When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

The Contractor shall:

- Maintain current, accurate, and complete inventory records to assets and their costs;

- Provide the ACO or designated representative ready access to the records upon request;
- Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation of amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirements of FAR 15.408(k).

I.4 52.216-18 ORDERING (OCT 1995)

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders/task orders by the individuals or activities designated in the contract. Such orders may be issued from the effective date of the contract through termination date.

All delivery orders/task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order/task order and this contract, the contract shall control.

If mailed, a delivery order/task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the contract.

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish supplies or services under the contract.

(b) Maximum order. The contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$50 million
- (2) Any order for a combination of items in excess of \$50 million.
- (2) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) work days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the contract. The quantities of supplies or services specified in the contract are estimates only and are not purchased by this contract.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Limitation clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the "maximum." The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."

Except for any limitations on the quantities, in the Order Limitations clause or in the contract, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after the completion date specified in the task order.

(End of Clause)

I.7 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

I.9 52.222.21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "*Segregated facilities*," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.10 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates

of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
(End of Clause)

I.11 GSAR 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government or is considered by these entities to be superior to other products or services. Any advertisement by the contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored in whole or in part, by any element of the United States Government." (End of Clause)

I.12 GSAR 552.211-77 PACKING LIST (FEB 1996)

- (a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of the consignor; (2) Name and complete address of the consignee; (3) Government order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material

shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number and (2) the term "Credit Card".
(End of Clause)

I.13 GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the contractor involving transactions related to this contract or compliance with any clauses thereunder. The contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. (End of Clause)

I.14 GSAR 552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(b) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

(End of Clause)

I.15 GSAR 552.223-71 NON CONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Non conforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the contractor at the contractor's expense. The contractor agrees to accept return of these non conforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the contractor fails to provide acceptable disposition instructions for the non conforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the CO and the contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) May be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the CO in determining the responsibility of the contractor for any future award (see FAR 9.104-3(c) and 9.406-2).

(d) Pending final resolution of any dispute, the contractor shall promptly comply with the decision of the CO.

(End of Clause)

I.16 GSAR 552.232-70 INVOICE REQUIREMENTS (SEP 1999)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:

- (1) Task Order Number, (2) Accounting Control Transaction (ACT) number (Purchase Order, GSA Form 300, Block 4), (3) Period of performance (month service was performed for Time-and-Material task orders; month deliverable product or service was completed for Firm-Fixed Price task orders, (4) Invoice Number, (5) Client Agency name and address, (6) Total Invoice Amount.

I.17 GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses.

(1) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation clause with an authorized deviation or variation is indicated by the addition of "(DEVIATION (FAR Clause No.))" after the date of the clause.

(b) Deviations to GSAR Clauses. The solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clause. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations. (End of clause)

I.18 YEAR 2000 WARRANTY – COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) calendar days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

I.19 YEAR 2000 WARRANTY – NON-COMMERCIAL SUPPLY ITEMS.

The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculation, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g. hardware, software, firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) calendar days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

I.20. 52.204-7 Alt I -- Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)

- (1) The Contractor shall be registered in the CCR database by no later than December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract.
- (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of Solicitation/Modification of Contract, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number-
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.21. 52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

I-22: 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)

(a) *Definitions.* As used in this clause—

“Computer monitor” means a video display unit used with a computer.

“Desktop computer” means a computer designed for use on a desk or table.

“Notebook computer” means a portable-style or laptop-style computer system.

“Personal computer product” means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see www.epeat.net.

(End of clause)

Alternate I (Dec 2007). As prescribed in [23.706\(b\)\(2\)](#), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Silver registered or higher. Silver is the second level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

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SECTION I - CONTRACT CLAUSES

Provision or Clause	Date	FP SUP	CR SUP	FP SVC	CR SVC	T&M LH	IND DEL
52.202-1 Definitions.	Oct-95	X	X	X	X	X	X
52.203-3 Gratuities.	Apr-84	X	X	X	X	X	X
52.203-5 Covenant Against Contingent Fees.	Apr-84	X	X	X	X	X	X
52.203-6 Restrictions on Subcontractor Sales to the Government.	Jul-95	X	X	X	X		X
52.203-7 Anti-Kickback Procedures.	Jul-95	X	X	X	X	X	X
52.203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity.	Jan-97	X	X	X	X	X	X
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.	Jan-97	X	X	X	X	X	X
52.203-12 Limitation on Payments to Influence Certain Federal Transactions.	Jun-97	X	X	X	X	X	X
52.203-13 Contractor Code of Business Ethics and Conduct	Dec 2008	X	X	X	X	X	
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Mar 09	X	X	X	X	X	
52.204-2 Security Requirements.	Aug-96	X	X	X	X	X	X
52.204-4 Printing/Copying Double-Sided on Recycled Paper	Jun-96	X	X	X	X	X	X
52.204-11 American Recovery and Reinvestment Act – Reporting Requirements	Mar 09	X	X	X	X	X	
52.209-6 Protecting the Government's Interest when Sub contracting with Contractor's Debarred, Suspended, or Proposed for Debarment	Jul-95	X	X	X	X	X	X
52.214-34 Submission of Offers in the English Language	Apr-91	X	X	X	X	X	X

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Provision or Clause	Date	FP SUP	CR SUP	FP SVC	CR SVC	T&M LH	IND DEL
52.214-35 Submission of Offers in U.S. Currency.	Apr-91	X	X	X	X	X	X
52.215-2 Audit and Records - Negotiation Alternate I	Mar 09	X	X	X	X	X	X
52.215-8 Order of Precedence - Uniform Contract Format	Oct-97	X	X	X	X	X	X
52.214-35 Submission of Offers in U.S. Currency.	Apr-91	X	X	X	X	X	X
52.215-14 Integrity of Unit Prices.	Oct-97	X	X	X	X	X	X
52.215-15 Pension Adjustments and Asset Reversions.	Dec-98	X	X	X	X	X	X
52.215-16 Facilities Capital Cost of Money.	Oct-97	X	X	X	X	X	X
52.215-17 Waiver of Facilities Capital Cost of Money.	Oct-97	X	X	X	X	X	X
52.215-18 Reversion of Adjustment of Plans for Post Retirement Benefits Other than Pensions	Oct-97	X	X	X	X	X	X
52.215-20 Requirements of Cost or Pricing Data or Information Other than Cost or Pricing Data.	Oct-97	X	X	X	X	X	X
52.215-21 Requirements for Cost or Pricing Data or Information Other than Costs or Pricing Data - Modifications	Oct-97	X	X	X	X	X	X
52.216-4 Economic Price Adjustment—Labor and Material	Jan-97	X		X		X	X
52.216-7 Allowable Cost and Payment.	Apr-98		X		X	X	X
52.216-8 Fixed Fee.	Mar-97		X		X	X	X
52.216-11 Cost Contract - No Fee	Apr-84		X		X	X	X
52.216-12 Cost-Sharing Contract - No Fee	Apr-84		X		X		X

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Provision or Clause	Date	FP SUP	CR SUP	FP SVC	CR SVC	T&M LH	IND DEL
52.216-16 Incentive Price Revision - Firm Target	Oct-97	X		X		X	X
52.216-17 Incentive Price Revision – Successive Targets	Oct-97	X		X		X	X
52.216-10 Incentive Fee.	Mar-97		X		X	X	X
52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	Jan-99	X	X	X	X	X	X
52.219-8 Utilization of Small Business Concerns	Oct-99	X	X	X	X	X	X
52.219-9 Small Business Subcontracting Plan, ALT II	Oct-99	X	X	X	X	X	X
52.219-16 Liquidated Damages-Subcontracting Plan.	Jan-99	X	X	X	X	X	X
52.219-23 Notice of Price Evaluation Adjustment for Small disadvantaged Business Concerns.	Oct-99	X	X	X	X	X	X
*For par (b) Evaluation Adjustment is 10%.							
52.219-28 Post-Award Small Business Program Representative	Mar 09	X	X	X	X	X	
52.222-1 Notice to the Government of Labor Disputes.	Feb-97	X	X	X	X	X	X
52.222-2 Payment for Over time Premiums.	Jul-90		X		X		X
52.222-3 Convict Labor	Aug-96	X	X	X	X	X	X
52.222-26 Equal Opportunity.	Feb-99	X	X	X	X	X	X
52.222-29 Notification of Visa Denial.	Feb-99	X	X	X	X	X	X
52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	Apr-98	X	X	X	X	X	X
52.222-36 Affirmative Action for Workers with Disabilities.	Jun-98	X	X	X	X	X	X
52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	Jan-99	X	X	X	X	X	X

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Provision or Clause	Date	FP SUP	CR SUP	FP SVC	CR SVC	T&M LH	IND DEL
52.222-50 Combating Trafficking in Persons	Feb 09	X	X	X	X	X	
52.223-2 Clean Air and Water.	Apr-84	X	X	X	X	X	X
52.223-5 Pollution Prevention and Right-to-Know Information	Apr-98	X	X	X	X	X	X
52.223-6 Drug-Free Workplace.	Jan-97	X	X	X	X	X	X
52.223-14 Toxic Chemical Release Reporting	Oct-96	X	X	X	X	X	X
52.224-1 Privacy Act Notification.	Apr-84	X	X	X	X	X	X
52.224-2 Privacy Act.	Apr-84	X	X	X	X	X	X
52.225-1 Buy American Act - Supplies	Feb 09	X	X	X	X	X	
52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act	Feb 09	X	X	X	X	X	
52.225-9 Buy American Act-Trade Agreements Act-Balance of Payments Program.	Jan-96	X	X			X	X
52.225-11 Restrictions on Certain Foreign Purchases.	Aug-98	X	X	X	X	X	X
52.227-1 Authorization and Consent.	Jul-95	X	X	X			X
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.	Aug-96	X	X				
52.227-10 Filing of Patent Applications-Classified Subject Matter.	Apr-84	X	X	X	X		X
52.227-14 Rights in Data-General.	Jun-87	X	X	X	X	X	X
Alternate II	Jun-87	X	X	X	X	X	X
Alternate III	Jun-87	X	X	X	X	X	X

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Provision or Clause	Date	FP SUP	CR SUP	FP SVC	CR SVC	T&M LH	IND DEL
52.227-19 Commercial Computer Software-Restricted Rights	Jun-87	X		X			
52.227-22 Major System- Minimum Rights.	Jun-87	X	X	X	X	X	X
52.228-5 Insurance-Work on a Govenment Installation.	Jan-97	X		X			X
52.228-7 Insurance-Liability to Third Persons.	Mar-96		X		X		X
52.229-3 Federal, State, and Local Taxes.	Jan-91	X		X		X	X
52.229-5 Taxes-Contracts Performed in U.S. Possessions or Puerto Rico.	Apr-84	X		X		X	X
52.229-6 Taxes-Foreign Fixed-Price Contracts.	Jan-91	X		X		X	X
52.229-8 Taxes-Foreign Cost-Reimbursement Contracts.	Mar-90		X		X		X
52.229-10 State of New Mexico Gross Receipts and Compensating Tax.	Oct-88		X		X		X
52.230-2 Cost Accounting Standards.	Apr-98	X	X	X	X	X	X
52.230-3 Disclosure and Consistency of Cost Accounting Practices.	Apr-98	X	X	X	X	X	X
52.230-4 Consistency in Cost Accounting Practices.	Aug-92	X	X	X	X	X	X
52.230-6 Administration of Cost Accounting Standards.	Apr-96	X	X	X	X	X	X
52.232-1 Payments	Apr-84	X		X			
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts.	Feb-97					X	
Alternate I	Apr-84					X	
52.232-8 Discounts for Prompt Payment.	May-97	X		X		X	
52.232-11 Extras	Apr-84	X		X			
52.232.20 Limitation of Costs	Apr-84		X		X		X

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Provision or Clause	Date	FP SUP	CR SUP	FP SVC	CR SVC	T&M LH	IND DEL
52.232-22 Limitation of Funds	Apr-84		X		X		X
52.232-17 Interest.	Jun-96	X	X	X	X	X	X
52.232-23 Assignment of Claims.		X	X	X	X	X	X
52.232-25 Prompt Payment.	Jun-97	X	X	X	X	X	X
52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration	May-99	X	X	X	X	X	X
52.233-1 Disputes.	Dec-98	X	X	X	X	X	X
Alternate I	Dec-91	X	X	X	X	X	X
52.233-3 Protest after Award.	Aug-96	X		X		X	X
Alternate I	Jun-85		X		X		
52.237-2 Protection of Government Buildings, Equipment, and Vegetation.	Apr-84			X	X	X	X
52.237-3 Continuity of Services.	Jan-91			X	X		
52.239-1 Privacy or Security Safeguards (See Note 4.)	Aug-96	X	X	X	X	X	X
52.242-1 Notice of Intent to Disallow Costs	Apr-84	X	X	X	X	X	X
52.242-3 Penalties for Unallowable Costs.	Oct-95		X		X	X	X
52.242-4 Certification of Final Indirect Costs.	Jan-97		X		X	X	X
52.242-13 Bankruptcy.	Jul-95	X	X	X	X	X	X
52.243-1 Changes--Fixed Price	Aug-87	X					X
Alternate I	Apr-84			X			
Alternate II	Apr-84			X			
52.243-2 Changes-Cost Reimbursement.	Aug-87		X				

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Provision or Clause	Date	FP SUP	CR SUP	FP SVC	CR SVC	T&M LH	IND DEL
Alternate I	Apr-84				X		
Alternate II	Apr-84				X		
52.243-3 Changes-Time-and-Materials or Labor-Hours.	Aug-87					X	
52.244-2 Subcontracts. (See Note 1.)	Aug-98	X	X	X	X	X	X
Alternate II (See Note 1.)	Aug-98		X		X		X
52.244-5 Competition in Subcontracting.	Dec-96	X	X	X	X		
52.244-6 Subcontracts for Commercial Items	Mar 09	X	X	X	X	X	
52.245-1 Property Records.	Apr-84	X	X	X	X	X	X
52.245-2 Government Property (Fixed-Price Contracts)	Dec-89	X		X			X
52.245-5 Government Property (Cost-Reimbursement, Time- and-Material or Labor- Hour Contracts).	Jan-86		X		X	X	X
52.245-19 Government Property Furnished "As Is."	Apr-84	X	X	X	X	X	X
52.246-17 Warranty of supplies of a Noncomplex Nature	Apr-84	X					X
52.246-19 Warranty of Systems & Equipment under Performance Specifications or Design Criteria	Dec-89	X	X				
52.246-20 Warranty of Services	Apr-84		X				X
52.249-2 Termination for Convenience of the Government (Fixed-Price).	Sep-96	X		X		X	X
52.249-6 Termination (Cost-Reimbursement)	Sep-96		X		X		X
Alternate IV	Sep-96					X	
52.249-8 Default (Fixed- Price Supply and Service).	Apr-84	X		X			X
52.249-14 Excusable Delays.	Apr-84		X		X	X	
52.250-5 Safety Act – Equitable Adjustment	Feb 09	X	X	X	X	X	
52.251-1 Government Supply Sources	Apr-84	X	X	X	X	X	X
52.253-1 Computer Generated Forms.	Jan-91	X	X	X	X	X	X

SECTION J
LIST OF ATTACHMENTS

ATTACHMENT NUMBER	<u>TITLE</u>
J-1	Mercer and Contract Job Series Skill Descriptions (Not Included)
J-2	SF294 and SF295 (Not Included)
J-3	Contract Status Report
J-4	Cost Recovery Report
J-5	Monthly Task Status Report Format
J-6	Contractor Performance Evaluation
J-7	Award Term Plan
J-8	Contractor's Qualifications and Financial Information
J-9	Problem Notification Report
J-10	Employee/Contractor Non-Disclosure Agreement

ATTACHMENT J-3 CONTRACT STATUS REPORT

1. STATISTICS

[illegible]

2. MARKETING

Date	Agency	Point of Contact, phone number	Method (phone, visit, brochures, etc.)	Results

3. PROBLEMS: (Problems related to overall contract performance)

ATTACHMENT J-4

Cost Recovery Report

Name of Contractor _____
 Contract Number _____
 Functional Area _____
 Reporting Period _____
 Report Date _____

(Sample Data for first month of contract)

Task Order Number	Ordering Office	Client	Invoice Number	Invoice Date	Amount of Invoice	Contract Access Fee
PHN17890	Hawaii	NAVPIC	1234-567-89		\$10,000.00	\$99.00
"	"	"	2345-567-89		\$20,000.00	\$198.00
"	"	"	3455-567-89		\$30,000.00	\$297.00
"	"	"	4555-567-89		\$40,000.00	\$396.00
PVN179901	Las Vegas	AFPIC	9876-543-21		\$5,000.00	\$49.50
PVN179902	"	"	8766-543-22		\$6,000.00	\$59.40
PVN179903	"	"	7666-543-23		\$7,000.00	\$69.30
PVN179904	"	"	6666-543-24		\$8,000.00	\$79.20
PXX178902	FEDSIM	MCPIC	1111-222-30		\$20,000.00	\$198.00
"	"	"	1111-222-31		\$40,000.00	\$396.00
"	"	"	1111-222-33		\$60,000.00	\$594.00
"	"	"	1111-222-32		\$80,000.00	\$792.00
GRAND TOTAL	THIS PRD.				\$326,000.00	\$3,227.40

ADJUSTMENTS:

CUMULATIVE TOTAL YEAR TO DATE:

Attachment J-5

MONTHLY TASK STATUS REPORT GSA Contract No. GS-_____ Functional Area_____ Report Date_____		
<i>I. Identification Section</i>		
TASK ORDER NO.:	DATE ISSUED:	TASK ORDER TITLE:
LOCATION:	REPORTING PERIOD:	
GSA ITM/Agency Representative:		CONTRACTOR'S PROJECT MANAGER:
CLIENT REPRESENTATIVE:		TASK LEADER:
<i>II. Technical Section</i>		
TASK DESCRIPTION: <i>(Brief description of requirements)</i>		
WORK ACCOMPLISHED THIS PERIOD: <i>(Brief summary of accomplishments during the reporting period and significant events regarding the task order.)</i>		
PROBLEM AREAS: <i>(Any current or anticipated problems.)</i>		
ANTICIPATED ACTIVITY FOR NEXT REPORTING PERIOD: <i>(Brief summary of activity planned for the next reporting period.)</i>		
DESCRIPTION OF TRAVEL/UNIQUE SERVICES: <i>(Description of any travel or unique services provided.)</i>		

MONTHLY TASK STATUS REPORT
GSA Contract No. GS-_____

III. Deliverables Section

DELIVERABLE SUMMARY: (Include completion status of each required contract deliverable as of the current reporting period with appropriate comments as needed for additional clarification.)

<u>Deliverable Item</u>	<u>Contractual Due Date</u>	<u>% Completed</u>	<u>Actual Submittal Date</u>	<u>Comments</u>
-------------------------	---------------------------------	--------------------	----------------------------------	-----------------

IV. Financial Section

1. BILLING SUMMARY: (Summary of labor and ODC charges task-to-date, including current period charges but not including deferred billings. The Negotiated Hours and Cost columns will accurately reflect the current negotiated value of the Task Order, as modified.)

A. LABOR:

<u>Skill</u>	<u>Hourly Rates</u>		<u>Negotiated</u>		<u>Current Period</u>		<u>Task to Date</u>		<u>Remaining</u>		<u>%</u>
<u>Remaining</u>	<u>Level</u>	<u>Regular</u>	<u>O/T</u>	<u>Hours</u>	<u>Cost</u>	<u>Hours</u>	<u>Cost</u>	<u>Hours</u>	<u>Cost</u>	<u>Hours</u>	<u>Cost</u>
<u>Hours</u>	<u>Cost</u>										

B. OTHER DIRECT COSTS (ODCs):

<u>Description of ODCs</u>	<u>Negotiated Costs</u>	<u>Current Period Costs</u>	<u>Task to Date Costs</u>	<u>Remaining Costs</u>	<u>% Remaining</u>
<u>Costs</u>					
travel					
other ODCs					
Total Cost to Government					

2. DEFERRED BILLINGS: *(Deferred Billings are expenses the contractor has actually incurred on behalf of the Government, but which the contractor has not yet paid and, therefor cannot yet bill the Government. Items reported here will be reported each month until the contractor actually pays for the goods and/or services, when it will be dropped from this section. Use estimated costs when actuals are not available.)*

<u>Period of</u>	<u>Description</u>	<u>Reason for Deferral</u>	<u>Amount</u> <u>Deferred</u>
<u>Expense</u>			

V. Remarks Section

(Any miscellaneous comments or explanations should be addressed here. Include the need to address any differences between hours worked by subcontractors and hours invoiced due to accounting lag times.)

VI. Attachments Section

(Specific task orders may identify special monthly reporting requirements for inclusion in the MTSR as an attachment(s). Additionally, when the contractor is authorized to acquire equipment and supplies (see Section H) special reporting will be required and shall be provided as an attachment.)

Signature

Signature of Program Manager (or Alternate)

ATTACHMENT J-7

**AWARD TERM
For
MILLENNIA LITE**

Attachment J-7

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Attachment J-7

1.0 INTRODUCTION

a. This document is the basis for outlining annual Past Performance requirements and the Award Term Plan for authorizing term extensions under the Millennium Lite contract.

b. Each of the Millennium Lite prime contractor's performance will be evaluated and scored. This overall score will determine the length of term extensions under the Millennium Lite contract. The specific criteria and procedures used to assess the contractor's performance and to determine the amount of award term points earned are described herein.

c. For contractors awarded more than one functional area, each functional area will be evaluated and scored separately. Points earned in one functional area cannot be used to earn an award term extension in another functional area.

d. Based on the award term evaluation, a contractor may be granted a 2, 3, or 4 year extension. If a contractor is evaluated unsatisfactory, there will not be an extension to the term under the Millennium Lite contract. A term extension will be awarded to the contractor by their designated Functional Area Procuring Contracting Officer through a unilateral contract modification.

e. Changes to the Award Term Plan may be made in writing by either party. Upon mutual agreement of the parties, any changes will subsequently be incorporated into the Plan.

2.0 ORGANIZATION

The award term organization consists of the Contract Term Officials, Award Term Review Board Chairpersons, and the Award Term Review Board Members. Other participants and advisors may provide input as deemed necessary.

Contract Term Official:
Director, FSS General Product Acquisition Center

Award Term Review Board Chairperson:
Director, FSS IT GWAC Center

Award Term Review Board Members:
FA1, FA2, FA3, & FA4 - Procuring Contracting Officer

3.0 **RESPONSIBILITIES**

- a. Contract Term Officials (CTOs): The CTOs approve the Award Term Plan and any changes. The CTOs appoint the Award Term Review Board Chairpersons. The CTOs will analyze the recommendation of the Award Term Review Board Chairpersons, consider all pertinent data, and make the award term determination.
- b. Award Term Review Board Chairpersons (ATRBCs): The ATRBCs recommend Award Term Plan changes to the CTOs. The ATRBCs appoint the Award Term Review Board members. The ATRBCs will analyze the recommendation of the Award Term Review Board members, consider all pertinent data, and make an award term recommendation to the CTOs.
- c. Award Term Review Board (ATRB): The ATRB members recommend Award Term Plan changes to the ATRBCs. ATRB members evaluate contractor's performance, consider all information from all pertinent sources, and arrive at an earned award term point recommendation. The ATRB members make an award term recommendation to the ATRBCs.

4.0 **AWARD TERM EVALUATION**

- a. Available Award Term Points: The earned award term points will be based on the contractor's performance during each evaluation. The available points for each evaluation period are shown below:

<u>Rating</u>	<u>Award Points</u>
Outstanding	90-100
Satisfactory	74-89
Unsatisfactory	0-73

A minimum accumulation of 90 points is required for a minimum three year term extension. A minimum accumulation of 74 points is required for a minimum two year term extension. An accumulation of 73 points or less will result in no extension to the 3 year base term of the contract.

Attachment J-7

b. **Evaluation Criteria:** The evaluation criteria, as identified in Exhibit (C), consist of 4 Factors; Past Performance, Marketing, Administration, and Subcontracting and will be weighted as follows:

Factor 1 - Past Performance: Factor 1 is weighted the most at 50 points. Past Performance will be based primarily on the CPEF evaluation provided by the Client Agency and any other useful information.

Factor 1 is the only factor that includes Subfactors. Subfactor (a), Quality of Services, is weighted at 15 points, Subfactor (b), Timeliness of Performance, is weighted at 10 points, Subfactor (c) Project Management, is weighted at 10 points, Subfactor (d) Invoices, is weighted at 10 points, and Subfactor (e), Cost Control is weighted at 5 points. The CPEF will be used by the Client Agency to score each Subfactor to determine the overall score under Factor 1. The cognizant ATRB member will combine all the CPEFs for a contractor and calculate an average final score for Factor 1. This average score will represent the final score under Factor 1.

Factor 2 - Marketing: Factor 2 is weighted less than Factor 1 at 20 points. Marketing will be based primarily on the Millennia Lite reporting requirements and any other useful information.

Factor 3 - Administration: Factor 3 is weighted equally to Factor 2 at 20 points. Administration will be based on the Millennia Lite reporting requirements and any other useful information.

Factor 4 - Subcontracting: Factor 4 is weighted the least at 10 points. Subcontracting will be based on the information provided on the SF294/295 reports and any other useful information.

c. **Interim Evaluation Process:** The interim evaluation process is not used for earning award term points, but to brief contractors on their demonstrated strengths and weaknesses prior to their actual rating. The determination is based upon the information provided from contract reporting requirements, CPEF submittals, and input from GSA's Customer Service Centers to the ATRB members.

d. **End-of-Period Evaluation Process:** For the end-of-period evaluation process, all available information outlined in the Evaluation Criteria outlined in Exhibit (C) will be used and award term points will be assigned to form the basis for awarding an extension to the Millennia Lite contract. The determination is based upon all the information provided from contract reporting requirements, CPEFs, and input from GSA's Customer Service Centers to the ATRB members. The CTOs approve the end-of-period evaluation results and the ATRB members notify the contractors of their award term outcome and any identified strengths and weaknesses.

e. **Contractor's Self-Assessment.** Every contractor will be provided an opportunity to present in writing their self-assessment. The contractor's self-assessment should follow the outline of the evaluation criteria and be concise. If awarded more than one functional area, a separate self assessment should be submitted for each functional area. The contractor's self assessment must be submitted to their cognizant ATRB member by the due date specified in Exhibits (A-1 thru A-5). This written self-assessment of contractor's performance, if different from the CTO's determination, will be taken into consideration and the CTO will notify the contractor if there is any change to their overall rating.

Attachment J-7

f. Award Term Schedules: The First Award Term schedule is set forth in Exhibit (A-1), the Second Award Term Schedule, for those contractor's granted a 2 year extension, is set forth in Exhibit (A-2), the Second Award Term Schedule, for those contractor's granted a 3 year extension, is set forth in Exhibit (A-3). The Third and Final Award Term schedule is set forth in Exhibits (A-4) or (A-5) depending on the length of your prior Award Term extension. If a contractor falls in the Exhibit (A-3) Award Term Schedule after the first evaluation, an outstanding rating will grant a contractor a 4 year extension to end the period of performance under the Millennia Lite contract, however, a satisfactory rating will only grant a contractor a 2 year extension. If a contractor falls in the Exhibit (A-4) schedule after the second evaluation, either a satisfactory rating or outstanding rating will grant a contractor a 3 year extension to end the period of performance under the Millennia Lite Contract. If a contractor falls in the Exhibit (A-5) schedule after the second evaluation, either a satisfactory rating or outstanding rating will grant a contractor a 2 year extension to end the period of performance under the Millennia Lite Contract. Although there is no added incentive for an outstanding rating over a satisfactory rating in the Third and Final Award Term evaluation, outstanding ratings are looked upon more favorably when the Government considers past performance in awarding new contracts. In addition, two outstanding ratings in a row is all you need to extend the term of the Millennia Lite contract to the end.

g. Summary of the Award Term Recommendation Process: The CPEFs and CPEF Instructional Letters must be sent electronically via e-mail from the contractor to the Client Agency's Task Order representative by the required due date for all Task Orders within a reporting period. The contractor shall instruct the Client Agency's representative to submit the CPEF electronically via e-mail to the cognizant GSA ITM/ACO and ATRB member by the required due date. The ATRB members will provide an interim evaluation and end-of-period evaluation to the contractors. The contractors will be afforded the opportunity to provide their own end-of-period self- assessment to their ATRB member. The ATRB members will prepare a final evaluation report and recommendation of earned award term points to the ATRBCs. The ATRBCs will provide an award term recommendation to the CTOs. The CTOs will approve the final recommendation and the cognizant ATRB member will award a modification authorizing the applicable term extension. If a contractor rates unsatisfactory, the contract period of performance will expire at the end of the most current term.

5.0 ANNUAL PAST PERFORMANCE REQUIREMENT - (As of June 2009, Contractor Performance Evaluation Forms (CPEFs) are no longer required by the Millennia Lite Contractors)

a. CONTRACTOR PERFORMANCE SYSTEM

Past performance evaluations pertaining to the Basic Contract and Orders under the Basic Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems. Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level. Contractor "view" access to PPIRS is gained through the Central Contractor Registration (CCR) (www.ccr.gov) process. Contractors must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

b. Performance Reviews:

The ACOs and OCOs will evaluate contractor performance in accordance with the criteria under FAR Subpart 42.15.

Attachment J-7

Exhibit (A-1) First Award Term Evaluation Schedule

ATRB members interim evaluation meetings with Contractors

FA1, 2, 3, and 4: October 2002

Contractor's Self Assessment to their cognizant ATRB member for end-of-period evaluations

FA3: January 31, 2003

FA1, 2, and 4: March 31, 2003

ATRB members briefing to ATRBCs for end-of-period evaluations

FA3: February 2003

FA1, 2, and 4: April 2003

ATRBCs Briefing to CTOs for end-of-period evaluations

FA3: February 2003

FA1, 2, and 4: April 2003

CTOs Final Award Term evaluation notification to Contractor

FA3: March 2003

FA1, 2, and 4: May 2003

Award Term Option Exercised (if applicable)

FA3: March 2003

FA1, 2, and 4: May 2003

Attachment J-7

Exhibit (A-2) Second Award Term Evaluation Schedule (for contractor's granted an initial 2 year extension)

ATRB members interim evaluation meetings with Contractors

FA1, 2, 3, and 4: October 2004

Contractor's Self Assessment to their cognizant ATRB member for end-of-period evaluations

FA3: January 28, 2005

FA1, 2, and 4: March 30, 2005

ATRB members briefing to ATRBCs for end-of-period evaluations

FA3: February 2005

FA1, 2, and 4: April 2005

ATRBCs Briefing to CTOs for end-of-period evaluations

FA3: February 2005

FA1, 2, and 4: April 2005

CTOs Final Award Term evaluation notification to Contractor

FA3: March 2005

FA1, 2, and 4: May 2005

Award Term Option Exercised (if applicable)

FA3: March 2005

FA1, 2, and 4: May 2005

Attachment J-7

Exhibit (A-3) Second Award Term Evaluation Schedule (for contractor's granted an initial 3 year extension)

ATRB members interim evaluation meetings with Contractors

FA1, 2, 3, and 4: October 2005

Contractor's Self Assessment to their cognizant ATRB member for end-of-period evaluations

FA3: January 27, 2006

FA1, 2, and 4: March 30, 2006

ATRB members briefing to ATRBCs for end-of-period evaluations

FA3: February 2006

FA1, 2, and 4: April 2006

ATRBCs Briefing to CTOs for end-of-period evaluations

FA3: February 2006

FA1, 2, and 4: April 2006

CTOs Final Award Term evaluation notification to Contractor

FA3: March 2006

FA1, 2, and 4: May 2006

Award Term Option Exercised (if applicable)

FA3: March 2006

FA1, 2, and 4: May 2006

Attachment J-7

Exhibit (A-5) Third Award Term Evaluation Schedule

ATRB members interim evaluation meetings with Contractors

FA1, 2, 3, and 4: October 2007

Contractor's Self Assessment to their cognizant ATRB member for end-of-period evaluations

FA3: January 31, 2008

FA1, 2, and 4: March 31, 2008

ATRB members briefing to ATRBCs for end-of-period evaluations

FA3: February 2008

FA1, 2, and 4: April 2008

ATRBCs Briefing to CTOs for end-of-period evaluations

FA3: February 2008

FA1, 2, and 4: April 2008

CTOs Final Award Term evaluation notification to Contractor

FA3: March 2008

FA1, 2, and 4: May 2008

Award Term Option Exercised (if applicable)

FA3: March 2008

FA1, 2, and 4: May 2008

Exhibit (B)**Award Term Evaluation Criteria****FACTOR 1 PAST PERFORMANCE 50 Max Points**

Based on Client Agency's evaluation (See Exhibit (D))

SUB-FACTOR(a)	Quality of Services	15 Max Points
SUB-FACTOR(b)	Timeliness of Performance	10 Max Points
SUB-FACTOR(c)	Project Management	10 Max Points
SUB-FACTOR(d)	Invoices	10 Max Points
SUB-FACTOR(e)	Cost Control	5 Max Points

Outstanding Between 46 Points and 50 Points

Most inquiries, technical, service, and administrative issues are effective and responsive. Any non-conformance issue does not impact achievement of task order requirements.

Satisfactory Between 40 Points and 45 Points

Some inquiries, technical, service, and administrative issues are ineffective and non-responsive. Nonconformance requires minor agency resources to ensure achievement of task order requirements.

Unsatisfactory 39 Points or Less

Most inquiries, technical, service, and administrative issues are ineffective and non-responsive. Nonconformance requires major agency resources to ensure achievement of task order requirements.

FACTOR 2 MARKETING 20 Max Points

Outstanding From 18 Points to 20 Points

Active, innovative, and creative promotion of Millennia Lite program.

Participates in trade shows through booths and presentations at conferences or meetings in support of the Millennia Lite program.

Exceeds objectives and goals in *Marketing Plan.

Responsive to a majority of inquiries, RFI's, and RFQ's under the Millennia Lite Contract.

Satisfactory From 14 Points to 17 Points

Participates in trade shows through booths and presentations at conferences or meetings in support of the Millennia Lite program.

Meets objectives and goals in *Marketing plan.

Non-Responsive to a few inquiries, RFI's, and RFQ's under the Millennia Lite contract.

Unsatisfactory 13 Points or Less

Consistently fails to attend, support trade shows and joint marketing efforts in support of the Millennia Lite program.

Consistently fails to meet objectives and goals in *Marketing plan.

Non-responsive to the majority of inquiries, RFI's, and RFQ's under the Millennia Lite Contract.

**Note: Marketing plan is the contractor's proposed marketing plan in response to the Millennia Lite RFP.*

FACTOR 3 ADMINISTRATION 20 Max Points

Outstanding From 18 Points to 20 Points

Most of the reporting requirements in Section G, including the *SF 294/295 and GSA Contract Access Fee are on-time, accurate, and complete.

Satisfactory From 14 Points to 17 Points

Some of the reporting requirements in Section G, including the SF 294/295 and GSA Contract Access Fee are not on-time, accurate, and complete.

Unsatisfactory 13 Points or Less

Most of the reporting requirements in Section G, including the SF 294/295 and GSA Contract Access Fee are not on-time, accurate, and complete.

**Note: SF 294/295 reporting requirements are not required for small businesses.*

FACTOR 4 *SUBCONTRACTING 10 Max Points

Outstanding From 8 to 10 Points

Meets or Exceeds subcontracting goals.

Satisfactory From 6 to 7 Points

Meets most subcontracting goals and provides adequate documentation for not meeting all goals.

Unsatisfactory 5 Points or Less

Consistently fails to meet subcontracting goals. Documentation is weak or inadequate.

**Note: Subcontracting goals are not required for small businesses. Small businesses will automatically receive 10 points under Factor 4.*

CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION

FORM APPROVED OMB NO 3090-0007

SECTION I - GENERAL INFORMATION

1. NAME AND ADDRESS (Street, City, State and ZIP Code) OF INCORPORATION (If Applicable)		2. TYPE OF ORGANIZATION		OTHER (Specify)
		SOLE PROPRIETORSHIP		
		PARTNERSHIP		
		CORPORATION		
		2.a. DATE ORGANIZATION ESTABLISHED		STATE
1.a. LOCATION OF BRANCHES (Specify City and State)		3. KIND OF BUSINESS		RETAILER OTHER (specify)
		MANUFACTURES		
		JOBBER		
		CONTRACTOR		
		WHOLESALE		
4. OWNERSHIP INFORMATION - GENERAL PARTNERS - PRINCIPAL STOCKHOLDERS- PARENT NAME TITLE (If Director so state) % BUSINESS OWNED				
5. NAME AND ADDRESS OF PARENT (if applicable) PROVIDED				
6. KIND OF PRODUCT OR SERVICE				

SECTION II - SUPPLIERS AND BANKING INFORMATION

1. PRINCIPAL MERCHANDISE OR RAW MATERIAL SUPPLIERS (Not less than 5)					
NAME	TELEPHONE NO.	CONTACT PERSON	ADDRESS (Street, City, and ZIP Code)	AMOUNT LARGEST AMT NOW OWING	OWING PAST 12 MONTHS
2. BANKING RELATIONS (Including Finance Companies)					
3. ARE YOU NOW IN, PENDING DEFAULT ON ANY OBLIGATIONS TO BANKS OR OTHER FINANCIAL INSTITUTIONS?					
<input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," provide detailed information, Section VII, Remarks on page 4)					

4. PROSPECTIVE CONTRACTOR'S FINANCIAL ARRANGEMENTS (check appropriate boxes)

A. USE OF OWN RESOURCES ☐ YES ☐ NO

B. USE OF BANK CREDITS ☐ YES ☐ NO

SECTION III - GOVERNMENT FINANCIAL AID AND INDEBTEDNESS

1. TO BE REQUESTED IN CONNECTION WITH PERFORMANCE OF PROPOSED CONTACT (Check)		2. EXPLAIN ANY "YES" ANSWERS TO ITEMS 1a, b, and c	
a. PROGRESS PAYMENT	YES NO		
b. GUARANTEED LOAN			
c. ADVANCE PAYMENTS			
3. FINANCIAL AID CURRENTLY OBTAINED FROM THE GOVERNMENT			
a. IS GOVERNMENT FINANCING BEING RECEIVED BY YOU AT PRESENT?			
COMPLETE ITEMS BELOW ONLY IF ITEM a IS MARKED "YES"			
b. IS LIQUIDATION CURRENT?	c. AMOUNT OF UNLIQUIDATED PROGRESS PAYMENTS OUTSTANDING	d. DOLLAR AMOUNTS 1. GUARANTEED LOANS \$	(a) AUTHORIZED \$
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	(b) IN USE
	2. ADVANCE PAYMENTS \$	\$	

3. LIST GOVERNMENT AGENCIES INVOLVED	3a. GIVE APPLICABLE CONTRACT NOS.

4. INDEBTEDNESS TO THE U.S. GOVERNMENT- DELINQUENT (OMB CIRCULAR A-129)	
4a. LIST THE GOVERNMENT AGENCIES INVOLVED	4b. SHOW THE APPLICABLE CONTRACT NOS.

SECTION IV - BALANCE SHEET

1. BALANCE SHEET AS OF _____, 19____	FISCAL YEAR ENDS _____, 19____
--------------------------------------	--------------------------------

ASSETS	LIABILITIES AND OWNERS EQUITY
Current assets Cash and short term cash cash investments \$ _____ Accounts receivable, less allowance for doubtful accounts of \$ _____ Inventories _____ Other current assets (Itemize) _____ _____ _____	Current liabilities Accounts payable \$ _____ Notes payable (current) _____ Current portion of long term debt _____ Accrued Expenses _____ Accrued taxes income/excess profits _____ Other current liabilities (Itemize) _____ _____ _____
Total Current Assets _____	Total Current Liabilities _____
Property, plant and equipment Land _____ Buildings and equipment _____ Leasehold improvements _____ Less accumulated depreciation and amortization _____ Total property, plant and equipment _____	Other Liabilities Mortgages _____ Bonds _____ Deferred income taxes _____ Other long term debt _____ Total Other Liabilities _____
Other Assets Investments in and advances to affiliated company _____ Goodwill, less amortization _____ Due from officers, employees _____ Other (Itemize) _____ _____ _____ _____ _____ _____ Total other assets _____	Total Liabilities _____ Minority Interest in subsidiary _____ Stockholder/owners equity Preferred Stock _____ Common Stock _____ Additional paid-in capital _____ Retained earnings _____ Less Treasury stock _____ Total stockholders/owners equity _____
TOTAL ASSET \$ _____	TOTAL LIABILITIES
AND OWNERS EQUITY \$ _____	

2. INVENTORY VALUATION METHOD (Check)

☐ FIFO☐ LIFO☐ AVERAGE COST☐ OTHER (Specify)3. PAST
DUE
ACCOUNTS

ACCOUNTS

PAYABLE \$

RECEIVABLE \$

ACCOUNTS

☐ YES ☐ No

4. CONTINGENT LIABILITIES

5. JUDGMENTS OR PENDING SUITS

(If "yes" explain on page 4)

6. HAVE YOU OR ANY OF YOUR AFFILIATES EVER FILED FOR
BANKRUPTCY? IF YES. PLEASE EXPLAIN IN SECTION VII OF PAGE 4.☐ YES ☐ NO

7. LOANS SECURED BY COMPANY'S ASSETS-REAL AND PERSONAL PROPERTY

SECURED PARTY PAYMENT	SECURING ASSETS (Specify by balance sheet category)	DUE DATE	MONTHLY
(a)	(b)	(c)	(d)

(e) Are any of the assets shown on the Balance Sheet pledged, mortgaged or otherwise hypothecated, except as stated above? ☐ Yes ☐ No. If "yes" explain on page 4. If applicant is a partnership or sole proprietorship, are the individual liabilities of the proprietor(s) for Federal and State income and/or excess profit taxes included on the balance sheet? ☐ Yes ☐ No. If "no" what is the total liability?

\$ _____

SECTION V - INCOME STATEMENT

1. FROM

TO

2. SALES BACKLOG AND SALES FORECAST

Net Sales \$ _____

COST AND EXPENSES

Cost of products and services sold excluding
depreciation and amortization _____

Depreciation and Amortization _____

Selling, general and administrative expense _____

Interest Expense _____

Other expenses (itemize)

accounting firm

Minority interests in earnings of
subsidiaries _____

Address _____

Total costs and expenses _____ City, State and

EARNINGS BEFORE TAXES ON INCOME

Taxes on Income _____

Income before extraordinary items _____

Extraordinary gains (losses) net of taxes _____

NET INCOME _____

ANTICIPATED
 CATEGORY CURRENT DOLLAR ADDITIONAL DOLLAR
 (PRIME AND BACKLOG OF SALES FORECAST
 SUBCONTRACT) SALES FOR NEXT 18 MONTHS

a. GOVERNMENT

\$ \$

b. COMMERCIAL

\$ \$

TOTAL \$ \$

3. When financial statements are prepared or
 certified to by independent accountants and
 transcribed to this form, please furnish

the name and address of accountant or

Name _____

and Zip Code _____

If transcribed statements differ from
 independent accountants, please describe
 adjustments.

SECTION VI - CONSTRUCTION/SERVICE CONTRACTS INFORMATION (PBS ONLY)**1. CONTRACTS IN FORCE**

LOCATION (a)	OWNER'S NAME AND ADDRESS (b)	BRANCH OF WORK(c)	CONTRACT AMOUNT (d)	% COMP. (e)	EST.COMP.DATE (f)

2. LIST THE FIVE LARGEST JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS

LOCATION	OWNER'S NAME AND ADDRESS	BRANCH OF WORK	CONTRACT AMOUNT	AMOUNT SUBLET

3. LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

NAME	TELEPHONE NO.	CONTACT PERSON	ADDRESS(Street, City, ZIP Code)

4. CHECK PROPER BOX (Explain each "YES" under Remarks)

A. HAVE YOU DURING THE PAST TWO YEARS BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS?

☐ YES ☐ NO

B. HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED?

☐ YES ☐ NO

SECTION VII - REMARKS

1. REMARKS (Cite those sections of the form relating to your remarks. If additional space is required attach additional sheet(s).

CERTIFICATION

For the purpose of establishing financial responsibility with or procuring credit from the General Services Administration, we furnish the above as a true and correct statement of our financial condition on _____, 19____ and further certify that all other statements are true and correct. There has been no material change in the applicants financial condition since the date of the above statement. We agree to notify you immediately in writing of any materially unfavorable change in our financial condition. In the absence of such notice or of a new and full financial statement, this is to be considered as a continuing statement.

NAME OF BUSINESS	DATE	BY (Signature of authorized official)	TITLE

Attachment J-9

PROBLEM NOTIFICATION REPORT

GSA CONTRACT NO. _____
FUNCTIONAL AREA: _____
CONTRACTOR: _____

TASK ORDER NUMBER: _____ **DATE:** _____

1. Nature and sources of problem:
2. COR was verbally notified on: (date) _____
3. Is action required by the Government? Yes_____ No_____
4. If YES, describe Government action required and date required:
5. Will problem impact delivery schedule? Yes_____ No_____
6. If YES, identify what deliverables will be affected and extent of delay:
7. Can required delivery be brought back on schedule? Yes_____ No_____
8. Describe corrective action needed to resolve problems:
9. When will corrective action be completed?
10. Are increased costs anticipated? Yes_____ No_____
11. Identify amount of increased costs anticipated, their nature, and define Government responsibility for problems and costs:

Attachment J-10

EMPLOYEE/CONTRACTOR NON-DISCLOSURE AGREEMENT

I, _____, do solemnly swear (or affirm) that I will not divulge data maintained by General Services Administration (GSA), Federal Technology Service (FTS) or _____ supported under the FTS Contract to any (GSA/FTS client agency) unauthorized person for any purpose. Neither will I directly or indirectly use, or allow the use of that data for any other purpose other than that directly associated with my officially assigned duties.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any Government data, except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of civil law and the FTS Contract as well as my Employee Agreement with

(company or subcontractor)

I understand that authorized persons refers only to persons assigned to a project requiring access to the data or directly in the line of management over the project requiring access to the data.

Signature: _____

Date: _____

Company, Firm or
Affiliation: _____